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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. October 27, 2009

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on October 20, 2009

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 4)

1. *ZON2009 00026 - City zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") with a Protective Overlay ("PO"); generally located east of Seneca Street on the south side of 53rd Street North. (District VI)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay #236; place the ordinance establishing the zone change on first reading; OR 2) Return the application to the MAPC for reconsideration.

2. *ZON2009-00028 - City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") for auto service; generally located north of MacArthur Road and east of Broadway Street. (District III)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change; withhold publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.
(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

3. *SUB 2003-02 -- Plat of Heartland Preparedness Center located on the east side of Hydraulic and south of 29th Street North. (District I)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures for approval of the plat and as owners.

4. *SUB 2009-43 -- Plat of Skyway Industrial Park 2nd Addition located on the south side of 31st Street South and on the east side of Maize Road. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures for approval of the plat and as owners and adopt the Resolutions.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 3)

1. *Agreement - Security Point Media, Memorandum of Understanding - Transportation Security Administration (TSA).

RECOMMENDED ACTION: Approve the agreement and the memorandum of understanding and authorize the necessary signatures.

2. *Continental Airlines - Airline Use Agreement - ExpressJet Airlines - S.A. No. Nine.

RECOMMENDED ACTION: Approve the agreement and supplemental agreement and authorize the necessary signatures.

3. *Federal Aviation Administration (FAA) - Lease - Air Traffic Control Tower - DTFASW-09-L-0093 - Memorandum of Agreement - NAVAIDS - DTFASW-09-L-0090.

RECOMMENDED ACTION: Approve the lease and the memorandum of agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 13A)

1. **Report of Board of Bids and Contracts dated October 26, 2009.**

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. **Applications for Licenses:**

(DENIED, OCTOBER 26, 2009)

3. **Applications for Licenses to Retail Cereal Malt Beverages:**

<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Wayne R Larson	United Golf of Wichita Inc. dba Sierra Hills Golf Club*	13420 East Pawnee
Steven Blaske	MacDonald Municipal Golf Course*	840 North Yale

<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Jo Lynn Blood	Pine Bay Golf Course	6346 South Broadway

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Agreements/Contracts:

- a. Project Access Contract Renewal.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Minutes of Advisory Boards/Commissions.

Historic Preservation Board, September 14, 2009

Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, August 27, 2009

Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, September 10, 2009

Wichita Board of Appeals of Plumbers and Gas Fitters, September 2, 2009

RECOMMENDED ACTION: Receive and file.

7. Sidewalk Repair and Sidewalk Cleaning Assessment Program. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed Assessments and place the Ordinance on first reading.

8. Planeview Community Library Memorandum of Agreement. (District III)

RECOMMENDED ACTION: Endorse the City's participation in the partnership for an additional year and authorize the Mayor to sign the memorandum of agreement.

9. Memorandum of Understanding with Breakthrough Club.

RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the necessary signatures.

10. Memorandum of Understanding with the Mental Health Association.

RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the necessary signatures.

11. Purchase Option, Royal Caribbean Cruises, Ltd. (District IV)

RECOMMENDED ACTION: Adopt the Resolution approving the Termination of Lease Agreement and Special Warranty Deed to convey the property to Royal Caribbean Cruises and authorize necessary signatures.

12. Purchase Option, American National Red Cross. (District VI)

RECOMMENDED ACTION: Adopt the Resolution approving the Termination of Lease Agreement, Special Warranty Deed and Cancellation and Discharge of the Agreement Indenture and Mortgage to convey the property to the American National Red Cross and authorize necessary signatures.

13. Second Reading Ordinances: (First Read October 20, 2009)

- a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
October 27, 2009

To: Mayor and City Council

Subject: ZON2009-00026 - City zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) with a Protective Overlay (“PO”); generally located east of Seneca Street on the south side of 53rd Street North. (District VI)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

MAPC Recommendation: Approve unanimously (13-0), subject to the provisions of Protective Overlay #236.

MAPD Staff Recommendation: Approve, subject to the provisions of Protective Overlay #236.

DAB V Recommendation: Approve unanimously (5-0), subject to the amended provision of Protective Overlay #236.



Background: The applicant requests a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”), on Lot 14, First Addition to Urbandale. The approximately 1-acre site (142.1 feet by 306.5 feet) is located approximately 280 feet east of Seneca Street, on the south side of 53rd Street North. The site currently has a vacant, single-family residence (built 1925) and several out buildings including a large building located in front of the single-family residence. This large building in front appears to be out of compliance with current setback standards. According to the current owner, past uses include a scrap metal dealer/yard (from at least 1997 to 2008, as shown on an aerial map of the area), an exotic fish supplier for retailers, until 1992 a welding business and before that a grocery store. The site has also been used as single-family residential (including at one point by the current owner) throughout its life. The site has a mostly metal fence around it, which does meet the current Unified Zoning Code’s (UZC) screening standards. Access to the site is off of 53rd Street North, a paved, two lane arterial. The proposed LC zoning would allow some uses that have been on the site in the past.

The surrounding area is characterized by a mix of uses including: mostly single-family residences, auto repair, strip retail, vacant school, church, steel fabrication and office/warehouse. The properties to the south of the subject site are zoned SF-5 and are developed as large lot single-family residential. Properties abutting and adjacent to the west side of the site are zoned LC and are developed as auto repair and a retail strip. Properties abutting and adjacent to the east side of the site are zoned GC General Commercial (“GC”) and SF-5. The GC site is a single-family residence. Staff could not find a zoning case on the GC site, but it is one of several GC zoned lots in the area that have 50 to 60 feet of half-street right-of-way (ROW) on their 53rd Street North frontage, which indicates past zoning cases. The other properties east of the site are zoned SF and developed as large lot single-family residences. All of these abutting and adjacent eastern, western and southern properties are part of the same subdivision as the site, the First Addition to Urbandale, recorded in 1911. North of the site, across 53rd Street North, are LC zoned auto repair and office/warehouse, GC zoned steel fabrication and manufacturing and SF-5 zoned single-family residences and a church.

To buffer the abutting and adjacent existing single-family residences from the commercial redevelopment on the site, Staff has proposed a Protective Overlay (PO). The proposed PO limits: signage, lighting, noise, building height and notes current development standards for the LC zoning district. The proposed PO also prohibits certain uses that are less compatible with the predominant single-family residential development.

Analysis: At the MAPC meeting held on September 10, 2009, the MAPC voted (13-0) to approve the requested zoning, subject to the provisions of the PO. There were no protests to the request at the MAPC meeting. At the DAB VI meeting held on September 16, 2009, the DAB unanimously (5-0) recommended approval of the requested zoning, with one change to the PO. The DAB recommended that the “cedar fence,” as listed in provision (F) be change to a solid screening fence, noting that cedar was a type of wood, and that wood was an approved Unified Zoning Code solid screening material. The DAB recommendation is different than what was recommended by the MAPC, thus it will require a 2/3 majority of the Council to approve the request per DAB’s recommendation. There were no protests at the DAB meeting. The recommended LC zoning with its approved PO 236’s provisions:

- A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the south or face of any building that is adjacent to any property that is zoned residential.
- B. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 15 feet in height.
- C. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
- D. Outdoor speakers and sound amplification systems shall not be permitted.
- E. No buildings shall exceed one story in height with a maximum building height of 35 feet.
- F. At the time the site is redeveloped the owner shall install and maintain a 6-8-foot high solid cedar screening fence located parallel to the south property line of the subject site, where it abuts

- existing residential zoning. The metal fence currently up will come down.
- G. At the time the site is redeveloped landscaping shall be installed that meets the Landscape Ordinance.
 - H. All driveways, parking, loading and vehicle circulation shall be paved with concrete, asphalt or asphaltic concrete.
 - I. More extensive development or redevelopment of the site, beyond its current buildings, is contingent on the extension of public sewer service to the site.
 - J. Contingent dedication of 20 feet of right-of-way prior to the publication of the ordinance implementing the zone change.
 - K. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club in the city; recreation and entertainment, outdoor; tavern and drinking establishment; hotel – motel; pawnshop; an asphalt – concrete plant.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department. A contingent dedication of right-of-way by separate instrument will be forwarded to the Register of Deeds for recording.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change subject to the provisions of Protective Overlay #236; place the ordinance establishing the zone change on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachment: Contingent dedication of right-of-way by separate instrument.

ORDINANCE NO. 48-549

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00026

Zone change from SF-5 Single-family Residential ("SF-5") to Limited Commercial ("LC") subject to the provisions of Protective Overlay #236 on property described as:

Lot 14, First Addition to Urbandale, Wichita, Sedgwick County, Kansas; generally located east of Seneca Street, on the south side of 53rd Street North.

SUBJECT TO APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #236:

- A. No off-site or portable signs shall be permitted on the subject property. No building signs shall be permitted along the south or face of any building that is adjacent to any property that is zoned residential.
- B. Signs shall be in accordance with the City of Wichita sign code, with the exception that signs shall be monument-style and limited to 15 feet in height.
- C. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15 feet. Light poles shall not be located within any setbacks.
- D. Outdoor speakers and sound amplification systems shall not be permitted.
- E. No buildings shall exceed one story in height with a maximum building height of 35 feet.
- F. At the time the site is redeveloped the owner shall install and maintain a 6-8-foot high cedar fence located parallel to the south property line of the subject site, where it abuts existing residential zoning. The metal fence currently up, will come down.
- G. At the time the site is redeveloped landscaping shall be installed that meets the Landscape Ordinance.
- H. All driveways, parking, loading and vehicle circulation shall be paved with concrete, asphalt or asphaltic concrete.
- I. More extensive development or redevelopment of the site, beyond its current buildings, is contingent on the extension of public sewer service to the site.
- J. Contingent dedication of 20 feet of right-of-way prior to the publication of the ordinance implementing the zone change.
- K. The following uses shall not be permitted: adult entertainment establishment;

correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club in the city; recreation and entertainment, outdoor; tavern and drinking establishment; hotel – motel; pawnshop; an asphalt – concrete plant.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-28

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") on property described as:

The East 190 feet of a tract beginning 180 feet East of the Southwest corner in the Southwest Quarter; thence East 605.11 feet; thence North 411 feet; thence West 383.37 feet; thence South 133.2 feet; thence West 220 feet; thence South 278 feet to beginning, Except the South 65 feet for road, Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; generally located north of MacArthur and east of Broadway.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT OF THE SEPTEMBER 24, 2009 MAPC HEARING

Case No.: ZON2009-28 - Lonnie Bosley (applicant); Poe and Associates, c/o Tim Austin (agent) request City zone change from SF-5 Single-family Residential to GC General Commercial for auto service on property described as:

The East 190 feet of a tract beginning 180 feet East of the Southwest corner in the Southwest Quarter; thence East 605.11 feet; thence North 411 feet; thence West 383.37 feet; thence South 133.2 feet; thence West 220 feet; thence South 278 feet to beginning, Except the South 65 feet for road, Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, generally located north of MacArthur Road and east of Broadway Street (320 E. MacArthur Road).

BACKGROUND: The applicant requests GC General Commercial (“GC”) zoning on a 1.5-acre vacant site, currently zoned SF-5 Single-family Residential (“SF-5”). The remainder of the applicant’s property, west of the site and fronting on Broadway, is all zoned GC. The applicant wishes to expand GC zoning onto his entire site. The applicant has an auto service facility west of the application area.

North of the site is vacant SF-5 zoned property, part of a parcel with GC zoning fronting Broadway. Further north is a nursery with SF-5 zoning, and GC zoning fronting Broadway. South of the site, across MacArthur is a GC zoned vehicle sales lot and salvage yard. East of the site is an SF-5 zoned residence; further east is a GC zoned self-storage warehouse. West of the site is the applicant’s remaining GC zoned property.

CASE HISTORY: The site is vacant and unplatted.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Vacant, nursery
SOUTH:	GC	Vehicle sales, salvage yard
EAST:	SF-5, GC	Single-family residential, self-storage
WEST:	GC	Vacant, auto service

PUBLIC SERVICES: MacArthur is a four-lane arterial street with central turn lanes and a 55-foot half-width right-of-way. MacArthur has a traffic count of 11,420 vehicles per day at this location. The 2030 Transportation Plan designates this portion of MacArthur to remain a five-lane arterial. All other normal public services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area and the SF-5 zoned residence east of the site as “Regional Commercial.” The Regional Commercial category includes major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional market draw. The commercial location guidelines of the Comprehensive Plan state that commercial uses should be located near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. And, that commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses.

If zoning on the property is changed, The Unified Zoning Code (UZC) would require that commercial

development have compatibility setbacks and screening from the abutting SF-5 zoning. Also, the Landscape Code would require a landscape plan on this site if developed for a commercial use.

RECOMMENDATION: A change to GC zoning on this site would allow outdoor storage, and intense commercial use; existing codes will require compatibility setbacks, screening, and landscaping to mitigate potential effects of commercial use on the residence to the east. A zone change on this site would “sandwich” the residential property to the east with non-residential zoning. The Comprehensive Plan, development patterns, and interstate highway access would indicate that this residence will eventually convert to commercial zoning and development.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to platting within one year.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of the site is vacant SF-5 zoned property, part of a parcel with GC zoning fronting Broadway. Further north is a nursery with SF-5 zoning, and GC zoning fronting Broadway. South of the site, across MacArthur is a GC zoned vehicle sales lot and salvage yard. East of the site is an SF-5 zoned residence; further east is a GC zoned self-storage warehouse. West of the site is the applicant’s remaining GC zoned property.
2. The suitability of the subject property for the uses to which it has been restricted: This site would not be attractive for single-family residential development under the current zoning.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and commercial development could negatively affect the residence east of the site with noise, light, and increased commercial activity. Code required light, noise, setback, screening, and landscaping should mitigate those effects.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area and the SF-5 zoned residence east of the site as “Regional Commercial.”
5. Impact of the proposed development on community facilities: The proposed zone change and office development would have a marginally greater impact on community facilities than uses permitted under the current SF-5 zoning.

TIM AUSTIN, POE AND ASSOCIATES, AGENT FOR THE APPLICANT reported that they are in agreement with staff comments. He said previously a manufactured home sales office was located at the site and that it has a history of commercial use. He said the applicant intends to build a building for items that are currently stored outdoors.

LOWELL BROWN, 518 E. MACARTHUR said he realizes that commercial development is the destiny for this area. He said he was concerned about the material for the fence which was old second hand material, rusty pipes and two by fours. He referred to several pictures he had taken of the facility and said that is what he has to look at every day. He also asked about the junk and tires stored behind the facility. He said if they pile up two to three hundred tires, it could become a health problem, especially come spring and the mosquito breeding season. He also mentioned that the ground behind the facility that is unused is not kept up and that there are 5-6 foot tall weeds. He said the area has only been mowed

once since June. He concluded by saying that he doesn't believe in storing junk out where it is visible and added that it probably doesn't meet zoning requirements anyway.

HENTZEN asked **MR. BROWN** if he wanted his property rezoned.

BROWN replied "no" they want to keep their property as it is zoned.

TIM AUSTIN said he did not see the tires stored on the ground and commented that was temporary. He said part of the reason for initiating zoning was the client received notice from code enforcement regarding storage. He said the client has pulled a building permit and is going to build a building for that purpose. He also stated that the client would provide screening that was up to City Code. He commented that **MR. BOSLEY** was present to answer any questions.

MITCHELL asked what kind of screening they were proposing that would satisfy both the City Code and the adjacent property owner.

AUSTIN said the screening provided would meet requirements set by the Office of Central Inspection (OCI); however, they do not have a specific solution yet.

HILLMAN asked if it was currently legal to store scrap tires with water in them in the open.

MILLER commented that he was fairly certain the Health Department had standards for tire storage. He added that if someone filed a complaint, code enforcement would take action on the item.

FOSTER requested that staff describe the type of screening that was required by the Unified Zoning Code (UZC), for the benefit of the neighbor.

MCNEELY explained that the UZC requires 6-8 foot solid screening that cannot be corrugated metal that it needs to be a wood fence or masonry wall.

JESS MCNEELY, Planning Staff presented the staff report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **DOWNING** seconded the motion, and it carried (12-0).

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: ZON2009-28 - City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") for auto service; generally located north of MacArthur Road and east of Broadway Street. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (13-0), subject to platting.

MAPD Staff Recommendations: Approve, subject to platting.



Background: The applicant requests GC General Commercial (“GC”) zoning on a 1.5-acre vacant site, currently zoned SF-5 Single-family Residential (“SF-5”). The remainder of the applicant’s property, west of the site and fronting on Broadway, is all zoned GC. The applicant wishes to expand GC zoning onto his entire site. The applicant has an auto service facility west of the application area.

North of the site is vacant SF-5 zoned property and part of a parcel with GC zoning fronting Broadway. Further north is a nursery with SF-5 zoning and GC zoning fronting Broadway. South of the site, across MacArthur Road, is a GC zoned vehicle sales lot and salvage yard. East of the site is an SF-5 zoned residence and further east is a GC zoned self-storage warehouse. West of the site is the applicant’s remaining GC zoned property.

Analysis: The MAPC heard this request on September 24, 2009. The MAPC voted (13-0) for approval subject to platting in one year. A neighboring property owner spoke at the MAPC hearing with concerns regarding screening standards and property maintenance; however, a protest was not filed.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change; withhold publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-28

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") on property described as:

The East 190 feet of a tract beginning 180 feet East of the Southwest corner in the Southwest Quarter; thence East 605.11 feet; thence North 411 feet; thence West 383.37 feet; thence South 133.2 feet; thence West 220 feet; thence South 278 feet to beginning, Except the South 65 feet for road, Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; generally located north of MacArthur and east of Broadway.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 3 day of November, 2009.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

SUBDIVISION REPORT AND PROGRESS



Project Name: ASR MR-55 WELL SITE ADDN

CASE # SUB2009-00065

Associated Case # _____

Map #: 4262B

Sec. 5

Township 25 S

Range 2 W

Township Name _____

Council District: 0

General Location: North side of 117th St. North, west of 183rd St. West.

Current Zoning District City County RR

Proposed Zoning City County RR

Tracing Received _____

Released for Recording _____

Plat Recorded _____

People Associated with Case:

Applicant	CITY OF WICHITA	PH1	265-4515	
	455 N MAIN STREET		WICHITA KS	67202
Agent	PEC, P.A. ROB HARTMAN	PH1	262-2691	
	303 S TOPEKA			

Activities and Hearings for Case:

<u>DESCRIPTION</u>	<u>Entered</u>	<u>Scheduled for</u>	<u>Completed on</u>	<u>Assigned to</u>
Application Received			10/8/2009	
Evaluation By Subdiv Planner	10/8/2009	10/8/2009		NES
Subdivision Committee Hearing	10/8/2009	10/29/2009		NES
Staff Rev/Report for Subd Comm	10/8/2009	10/21/2009		NES

APP. FILE: _____

PRELIM. FILED: _____

S/D ACTION: _____

FINAL FILED: _____

S/D ACTION: _____

MAPC ACTION: _____

WCC ACTION: _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-28

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") on property described as:

The East 190 feet of a tract beginning 180 feet East of the Southwest corner in the Southwest Quarter; thence East 605.11 feet; thence North 411 feet; thence West 383.37 feet; thence South 133.2 feet; thence West 220 feet; thence South 278 feet to beginning, Except the South 65 feet for road, Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; generally located north of MacArthur and east of Broadway.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this _____ day of _____, 200__.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT OF THE SEPTEMBER 24, 2009 MAPC HEARING

Case No.: ZON2009-28 - Lonnie Bosley (applicant); Poe and Associates, c/o Tim Austin (agent) request City zone change from SF-5 Single-family Residential to GC General Commercial for auto service on property described as:

The East 190 feet of a tract beginning 180 feet East of the Southwest corner in the Southwest Quarter; thence East 605.11 feet; thence North 411 feet; thence West 383.37 feet; thence South 133.2 feet; thence West 220 feet; thence South 278 feet to beginning, Except the South 65 feet for road, Section 9, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, generally located north of MacArthur Road and east of Broadway Street (320 E. MacArthur Road).

BACKGROUND: The applicant requests GC General Commercial (“GC”) zoning on a 1.5-acre vacant site, currently zoned SF-5 Single-family Residential (“SF-5”). The remainder of the applicant’s property, west of the site and fronting on Broadway, is all zoned GC. The applicant wishes to expand GC zoning onto his entire site. The applicant has an auto service facility west of the application area.

North of the site is vacant SF-5 zoned property, part of a parcel with GC zoning fronting Broadway. Further north is a nursery with SF-5 zoning, and GC zoning fronting Broadway. South of the site, across MacArthur is a GC zoned vehicle sales lot and salvage yard. East of the site is an SF-5 zoned residence; further east is a GC zoned self-storage warehouse. West of the site is the applicant’s remaining GC zoned property.

CASE HISTORY: The site is vacant and unplatted.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Vacant, nursery
SOUTH:	GC	Vehicle sales, salvage yard
EAST:	SF-5, GC	Single-family residential, self-storage
WEST:	GC	Vacant, auto service

PUBLIC SERVICES: MacArthur is a four-lane arterial street with central turn lanes and a 55-foot half-width right-of-way. MacArthur has a traffic count of 11,420 vehicles per day at this location. The 2030 Transportation Plan designates this portion of MacArthur to remain a five-lane arterial. All other normal public services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area and the SF-5 zoned residence east of the site as “Regional Commercial.” The Regional Commercial category includes major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional market draw. The commercial location guidelines of the Comprehensive Plan state that commercial uses should be located near arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. And, that commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses.

If zoning on the property is changed, The Unified Zoning Code (UZO) would require that commercial

development have compatibility setbacks and screening from the abutting SF-5 zoning. Also, the Landscape Code would require a landscape plan on this site if developed for a commercial use.

RECOMMENDATION: A change to GC zoning on this site would allow outdoor storage, and intense commercial use; existing codes will require compatibility setbacks, screening, and landscaping to mitigate potential effects of commercial use on the residence to the east. A zone change on this site would “sandwich” the residential property to the east with non-residential zoning. The Comprehensive Plan, development patterns, and interstate highway access would indicate that this residence will eventually convert to commercial zoning and development.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to platting within one year.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of the site is vacant SF-5 zoned property, part of a parcel with GC zoning fronting Broadway. Further north is a nursery with SF-5 zoning, and GC zoning fronting Broadway. South of the site, across MacArthur is a GC zoned vehicle sales lot and salvage yard. East of the site is an SF-5 zoned residence; further east is a GC zoned self-storage warehouse. West of the site is the applicant’s remaining GC zoned property.
2. The suitability of the subject property for the uses to which it has been restricted: This site would not be attractive for single-family residential development under the current zoning.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and commercial development could negatively affect the residence east of the site with noise, light, and increased commercial activity. Code required light, noise, setback, screening, and landscaping should mitigate those effects.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area and the SF-5 zoned residence east of the site as “Regional Commercial.”
5. Impact of the proposed development on community facilities: The proposed zone change and office development would have a marginally greater impact on community facilities than uses permitted under the current SF-5 zoning.

TIM AUSTIN, POE AND ASSOCIATES, AGENT FOR THE APPLICANT reported that they are in agreement with staff comments. He said previously a manufactured home sales office was located at the site and that it has a history of commercial use. He said the applicant intends to build a building for items that are currently stored outdoors.

LOWELL BROWN, 518 E. MACARTHUR said he realizes that commercial development is the destiny for this area. He said he was concerned about the material for the fence which was old second hand material, rusty pipes and two by fours. He referred to several pictures he had taken of the facility and said that is what he has to look at every day. He also asked about the junk and tires stored behind the facility. He said if they pile up two to three hundred tires, it could become a health problem, especially come spring and the mosquito breeding season. He also mentioned that the ground behind the facility that is unused is not kept up and that there are 5-6 foot tall weeds. He said the area has only been mowed

once since June. He concluded by saying that he doesn't believe in storing junk out where it is visible and added that it probably doesn't meet zoning requirements anyway.

HENTZEN asked **MR. BROWN** if he wanted his property rezoned.

BROWN replied "no" they want to keep their property as it is zoned.

TIM AUSTIN said he did not see the tires stored on the ground and commented that was temporary. He said part of the reason for initiating zoning was the client received notice from code enforcement regarding storage. He said the client has pulled a building permit and is going to build a building for that purpose. He also stated that the client would provide screening that was up to City Code. He commented that **MR. BOSLEY** was present to answer any questions.

MITCHELL asked what kind of screening they were proposing that would satisfy both the City Code and the adjacent property owner.

AUSTIN said the screening provided would meet requirements set by the Office of Central Inspection (OCI); however, they do not have a specific solution yet.

HILLMAN asked if it was currently legal to store scrap tires with water in them in the open.

MILLER commented that he was fairly certain the Health Department had standards for tire storage. He added that if someone filed a complaint, code enforcement would take action on the item.

FOSTER requested that staff describe the type of screening that was required by the Unified Zoning Code (UZC), for the benefit of the neighbor.

MCNEELY explained that the UZC requires 6-8 foot solid screening that cannot be corrugated metal that it needs to be a wood fence or masonry wall.

JESS MCNEELY, Planning Staff presented the staff report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **DOWNING** seconded the motion, and it carried (12-0).

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: SUB 2003-02 -- Plat of Heartland Preparedness Center located on the east side of Hydraulic and south of 29th Street North. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This plat, consisting of one lot on 47.29 acres, is located within Wichita's city limits and is zoned SF-5 Single-family Residential and LI Limited Industrial.

Analysis: Sewer, water and paving improvements will be handled as part of the City's CIP Project. The City of Wichita is the owner of this property and subsequently denoted as the site's plattor.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council approve the plat and authorize the necessary signatures for approval of the plat and as owners.

Attachment: None.



City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: SUB 2009-43 -- Plat of Skyway Industrial Park 2nd Addition located on the south side of 31st Street South and on the east side of Maize Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: This plat, consisting of three lots on 139.5 acres, is a replat of Skyway Industrial Park Addition and Dugan Industrial 3rd Addition. It is located within Wichita's city limits and is zoned LI Limited Industrial.

Analysis: Water service is available for this plat. A Petition, 100 percent, and a Certificate of Petition have been submitted for sewer and drainage improvements. A Drive Approach Closure Certificate has been submitted to guarantee the closure of any driveway openings located in areas of complete access control or that exceed the number of allowed openings. This plat is located near Mid-Continent Airport; therefore, an Avigational Easement and Restrictive Covenant have been submitted to assure that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property. A Restrictive Covenant has been submitted providing for the ownership and maintenance of the platted reserves. The City of Wichita is the owner of this plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission, subject to conditions.

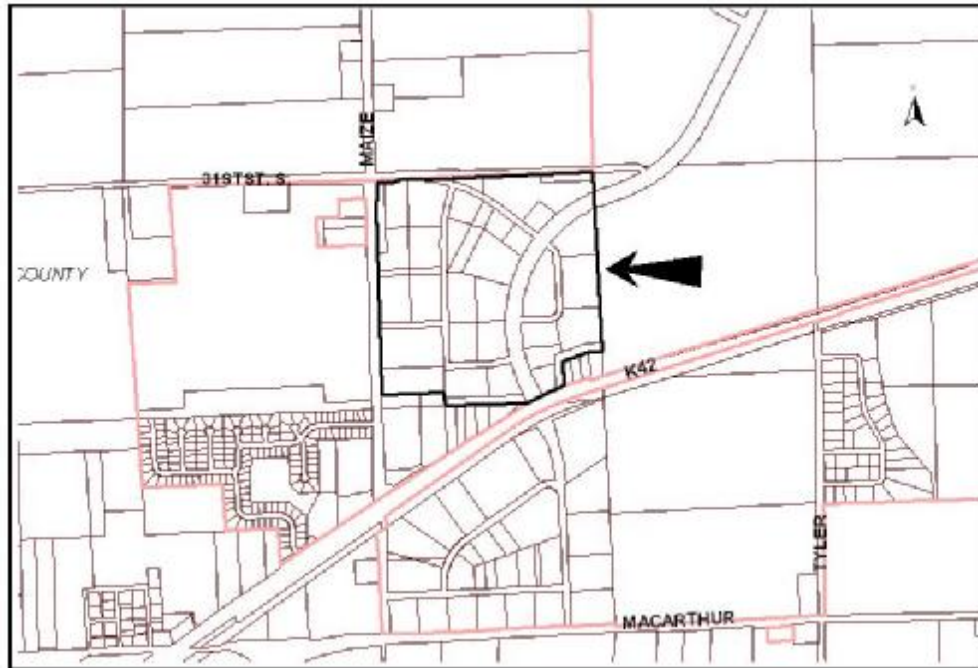
Financial Consideration: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition, Drive Approach Closure Certificate, Restrictive Covenants and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures for approval of the plat and as owners and adopt the Resolutions.

Attachments: Certificate of Petition
Drive Approach Closure Certificate
Restrictive Covenants
Avigational Easement



CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

We, The City of Wichita the owners of all real property within Skyway Industrial Park 2nd Addition do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Water Main (1)
2. Sanitary Sewer (3)
3. Storm Water Drain (3)

As a result of the above mentioned petitions for improvements, lots or portions thereof within Skyway Industrial Park 2nd Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Dated at Wichita, Kansas, this 13th day of October, 2009.

CITY OF WICHITA

By: *[Signature]*
Real Estate Administrator

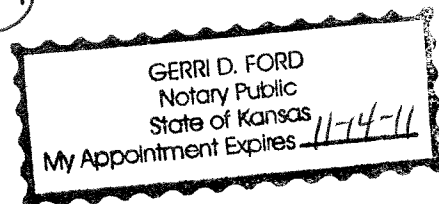
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid John C. Philbrick, RE Admin. of City of Wichita to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 13th day of October, 2009.

[Signature]
Notary Public

My Appointment Expires: 11-14-11



DRIVE APPROACH CLOSURE CERTIFICATE

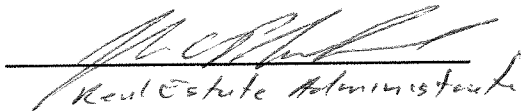
SEDGWICK COUNTY)
) SS
STATE OF KANSAS)

The City of Wichita, Kansas, owner(s) of that certain real property to be known as Reserve "C" Skyway Industrial Park 2nd Addition, Wichita, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Maize Road per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g., bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 13th day of October, 2009.

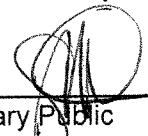
CITY OF WICHITA

By: 
Real Estate Administrator

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

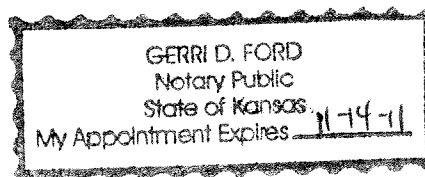
BE IT REMEMBERED, that on this 13th day of October, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came John C. Philbrick, RE Administrator of City of Wichita to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Notary Public

My Appointment Expires: 11-14-11



AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, The City of Wichita, (grantors), do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lots 1 thru 3, Block 1; Lot 1, Block 2; and Reserves "A" thru "E", Skyway Industrial Park 2nd, an addition to Wichita, Sedgwick County, Kansas.

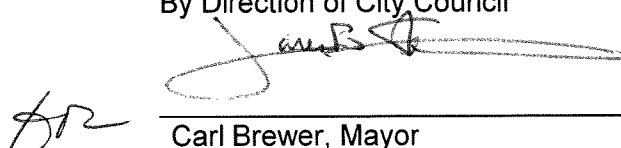
By virtue of this easement, the grantors, for and on behalf of themselves and their respective successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in takeoff and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents this 13th day of October, 2009.

CITY OF WICHITA
By Direction of City Council



Carl Brewer, Mayor



ATTEST:

Karen Sublett, City Clerk

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf / JER

Gary E. Rebenstorf, Director of Law

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13th day of October, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer, Mayor, City of Wichita and Karen Sublett, City Clerk, City of Wichita to me personally known to be the persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Deborah A. Tadlock
Notary Public

Notary Public State of Kansas

Deborah A. Tadlock

My Appointment Expires My Appt Exp 7-15-12

RESTRICTIVE COVENANT

This covenant, executed this 13th day of October, 2009.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the establishment of an owners' association, providing for the ownership and maintenance of the reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. At such time as the said property shall become developed by erection of improvements thereon, the undersigned agrees to cause an association to be formed to provide for the care, maintenance, and upkeep of the reserves, common areas, and drainage improvements.
2. The reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves, together with the maintenance of the parking strips, shall be by the undersigned.
4. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain within the reserves or common areas or fail in any manner to fulfill their obligations relating to the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty

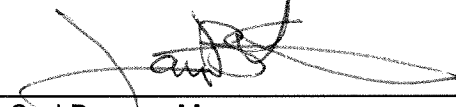
(20) days within which the undersigned or the association may fulfill the obligations, or if such obligation cannot reasonably be fulfilled in 20 days, such requirement shall be satisfied if efforts for fulfillment have been commenced within said 20-day period and are diligently prosecuted to completion. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas, from becoming a nuisance, may enter upon said reserves or common areas with prior written notice to the owner(s) of such property, and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned or the association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

5. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

6. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

CITY OF WICHITA
By Direction of City Council


for Carl Brewer, Mayor



ATTEST:


Karen Sublett, City Clerk

APPROVED AS TO FORM:


Gary E. Gebenstorf, Director of Law

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13th day of October, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer, Mayor, City of Wichita and Karen Sublett, City Clerk, City of Wichita to me personally known to be the persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Deborah A Tadlock
Notary Public

Notary Public State of Kansas

Deborah A Tadlock

My Appointment Expires 7-15-12

RESTRICTIVE COVENANT

This covenant, executed this 13th day of October, 2009.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, Grantors are the owners of Lots 1 thru 3, Block 1; Lot 1, Block 2; and Reserves "A" thru "E", Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas, which property is located near Wichita Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of acoustical treatment of the dwelling, affect his health and/or well being, and


WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area;

NOW, THEREFORE, the undersigned does hereby subject Skyway Industrial Park 2nd, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.
2. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.
3. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

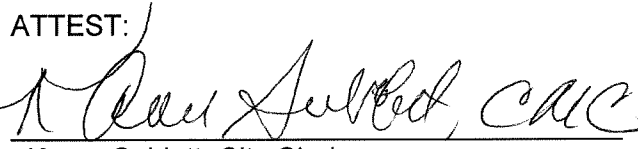
CITY OF WICHITA
By Direction of City Council

for


Carl Brewer, Mayor



ATTEST:



Karen Sublett, City Clerk

APPROVED AS TO FORM:




Gary E. Rebenstorf, Director of Law

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 13th day of October, 2009, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer, Mayor, City of Wichita and Karen Sublett, City Clerk, City of Wichita to me personally known to be the persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Notary Public

Notary Public State of Kansas

Deborah A Tadlock

My Appointment Expires My Appt Exp 7-15-12

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-349

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90459 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90459 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90459 (south of 31st St. South east of Maize).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Twenty-Two Thousand Dollars (\$122,000) exclusive of the cost of interest on borrowed money, with 71 percent payable by the improvement district and 29 percent payable by the Wichita Water Utility Fund. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lot 3, Block 1

Lot 1, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 3, Block 1, SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 30/100 of the total cost of the improvement by the improvement district and Lot 1, Block 2 SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 70/100 of the total cost of the improvement by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-350

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 3, MAIN 3, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84646 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 3, MAIN 3, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84646 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 3, Main 3, Cowskin Interceptor Sewer, (south of 31st St. South, east of Maize) 468-84646.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixty-Seven Thousand Dollars (\$67,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lot 2, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 2, Block 1, SKYWAY INDUSTRIAL PARK 2ND ADDITION, shall pay 100% of the cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-351

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 4, MAIN 3, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84647 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 4, MAIN 3, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84647 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 4, Main 3, Cowskin Interceptor Sewer, (south of 31st St. South, east of Maize) 468-84647.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixty-Three Thousand Dollars (\$63,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lot 1, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 2, SKYWAY INDUSTRIAL PARK 2ND ADDITION, shall pay 100% of the cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-352

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 5, MAIN 3, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84648 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 5, MAIN 3, COWSKIN INTERCEPTOR SEWER, (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84648 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 5, Main 3, Cowskin Interceptor Sewer, (south of 31st St. South, east of Maize) 468-84648.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifty-One Thousand Dollars (\$51,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lots 1 and 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, SKYWAY INDUSTRIAL PARK 2ND ADDITION, shall pay 72/100 of the total cost of the improvement and that Lot 3, Block 1, SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 28/100 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-353

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 364 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84649 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 364 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84649 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 364 (south of 31st St. South, east of Maize) 468-84649.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Seventy-One Thousand Dollars (\$71,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lot 2, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 2, Block 1, SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 100% of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-354

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 365 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84650 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 365 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84650 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 365 (south of 31st St. South, east of Maize) 468-84650.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Thirty-One Thousand Two Hundred Dollars (\$231,200) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lots 1 and 3, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 72/100 of the total cost payable by the improvement district and Lot 3, Block 1 SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 28/100 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on October 30, 2009

RESOLUTION NO. 09-255

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 366 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84651 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 366 (SOUTH OF 31ST ST. SOUTH, EAST OF MAIZE) 468-84651 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 366 (south of 31st St. South, east of Maize) 468-84651.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifty-Five Thousand Three Hundred Dollars (\$55,300) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SKYWAY INDUSTRIAL PARK 2ND ADDITION

Lot 1, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 2, SKYWAY INDUSTRIAL PARK 2ND ADDITION shall pay 100% of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
October 27, 2009

TO: Wichita Airport Authority

SUBJECT: Agreement – Security Point Media
Memorandum of Understanding – Transportation Security Administration (TSA)

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement and memorandum of understanding.

Background: In 2007, the WAA entered into a memorandum of understanding with the TSA to conduct a pilot program initiated by the TSA to allow vendor-airport operator partners to place advertising in the bottom of bins at passenger security checkpoints. To implement the program, the WAA entered into an agreement with the Adason Group to provide the required bins, tables and advertising. Subsequently, the agreement was assigned from the Adason Group to Security Point Media.

Analysis: TSA requires that airports solicit competitive proposals for the provision of this service. To that end, the WAA issued a Request for Proposal (RFP) through the City of Wichita Purchasing Division to solicit proposals from companies interested in providing the bins, tables and advertising services. Only one proposal was received from Security Point Media, the current provider.

Financial Considerations: Revenue to the WAA averages approximately \$1,000 per month.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which generate airport revenues, thereby allowing the airport to operate on a self-sustaining basis, and also provide improved services for the traveling public.

Legal Considerations: The documents have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and the memorandum of understanding, and authorize the necessary signatures.

Attachment: Security Point Media Agreement and Transportation Security Administration Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING CONCERNING USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS

The Transportation Security Administration (TSA) and the Wichita Airport Authority (WAA) (the "Airport Operator") which operate Wichita Mid-Continent Airport (ICT) (the "Airport") hereby enter into the Memorandum of Understanding (the "MOU") in consideration of the following representations and promises mutually exchanged:

1. **Purpose.** The purpose of this MOU is to set forth the terms by which TSA agrees to use, and the Airport Operator agrees to provide at no cost to TSA, certain items generally known as the "bins" or "tubs," the "bin carts" or "tub carts," and the "divestiture/recompose tables" described in greater detail and in the quantities listed in the Addendum to this MOU, attached hereto as Attachment A (collectively, the "furnishings"). No funds are obligated under this MOU.
2. **Authority.** This MOU is authorized under The Aviation and Transportation Security Act, P.L. 107-71, codified at 49 U.S.C. §§ 106(1) and (m), and 114(m).
3. **Owner of Furnishings.** The Advertising Broker is the legal and controlling owner of the furnishings. If the Airport Operator is not the owner of the furnishings, the Airport Operator hereby affirms that it has the legal authority, via its agreement with the owner of the furnishings, to bind the owner of the furnishings provided to TSA to the provisions of this MOU, including TSA's continued use of the furnishings in the event of MOU termination (see paragraphs 5.B. (3) and 8).
4. **Display of Advertisements.** In furtherance of an agreement with an Advertising Broker for the display of the advertising entered into by the Airport Operator, advertising may be placed on bins within the space of the Security Screening Checkpoint ("checkpoint") operated by TSA at the Airport for use by airline passengers and TSA personnel in TSA's security screening process.
5. **Responsibilities.**

A. TSA agrees to the following:

(1) TSA hereby agrees to permit placement in the checkpoint(s) of only such furnishings that conform to the specifications stated in the "Security Screening Checkpoint Furnishings Specifications Sheet" (the "Spec Sheet") which will be provided by TSA to any interested parties. The Spec Sheet is attached hereto as Attachment A.

(2) TSA may change or amend the Spec Sheet, in whole or in part, at its sole discretion and without prior notice to any person or entity. TSA agrees that it will not unreasonably exercise its rights under this paragraph, and that it may provide to the Airport Operator prior notice and an opportunity for comment to the extent practicable in the circumstances.

(3) TSA shall have the right to monitor and access information concerning the arrangement entered into via an agreement between the Airport Operator and the Advertising Broker to place furnishings in the checkpoint and display advertisements in the bins or tubs.

MEMORANDUM OF UNDERSTANDING CONCERNING USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS

(4) The Federal Security Director (FSD) will ensure that, where bins with advertisements are used, legible signs containing disclaimers are posted in the screening area to notify passengers and airport personnel that TSA does not directly or indirectly endorse any commercial product or service. If such signs are not practical, the same information can be provided to passengers through pamphlets or handouts upon demand.

(5) Before TSA officials approve this agreement, they will ensure that the Airport Operator has established uniform standards to govern such advertising. For purposes of this program, the airport's advertising standards may only permit non-offensive, unobtrusive¹, non-controversial², or unrelated to checkpoint³ messages. Once the airport standards are established and approved, TSA officials will generally not screen, select, veto, or otherwise control specific advertisements on the bins, as long as they meet the airport standards and do not impede TSA operations. If, however, a specific advertisement creates serious controversy or adverse public relations for TSA, TSA officials reserve the right to immediately cease using any bins with the advertisement(s) in question.

(6) TSA officials reserve the right to adopt new or revised functional or operating standards or procedures that may affect the screening of passengers and handling of property at security checkpoints, regardless of whether these standards or procedures impact the use of the airport-provided checkpoint security materials. As a result, the Airport (and its contractors) assume the risk that TSA policies and procedures may reduce or obviate the need for any particular type of checkpoint security materials.

(7) The FSD will nominate, and the Contracting Officer will appoint, a Technical Representative for administration functions of this MOU, which do not involve changes to the terms and conditions of the MOU. Only the Contracting Officer can alter the terms and conditions of the MOU. The FSD's Technical Representative will ensure that the equipment is received, the equipment meets the specification, and the advertising complies with the conditions listed in paragraph (5) above.

¹ The term "unobtrusive" means that any advertising on screening equipment will be limited to the inside bottom of any bins or trays provided to handle passenger carry-on-items.

² The term "non-controversial" means the advertisements will be consistent with normal standards for mainstream public advertising, as well as the airport's own advertising standards. In addition, the term precludes any political advertising, including but not limited to those pertaining to candidates, issues, parties, campaign committees, specific elections, etc.

³ The term "unrelated-to-checkpoint" means that advertising cannot relate to any equipment, supplies or services associated with checkpoints. This prohibition is intended to avoid giving the appearance that TSA endorses any particular item (e.g., advertisements for checkpoint friendly laptop bags or luggage locks are prohibited.)

MEMORANDUM OF UNDERSTANDING CONCERNING USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS

B. Airport Operator agrees to the following:

(1) The Airport Operator shall permit, in its discretion, bin advertisements if at least two (2) competitors bid to provide the services of the Advertising Broker. The Airport Operator shall select an entity to provide the services of the Advertising Broker. The FSD must concur with the Advertising Broker selection of the Airport Operator. If two bids are not obtained, the Airport Operator must submit a written justification of the attempt to seek competition, and provide it to the Contracting Officer for approval prior to entering into an agreement with the Advertising Broker. The selected Advertising Broker must agree to meet TSA specifications for the furnishings, including timely replacement or replenishment of damaged or otherwise unacceptable items.

(2) The Airport Operator shall ensure that advertising content displayed on screening checkpoint bins is appropriate and consistent with the airport's advertising policies and guidelines.

(3) The Airport Operator agrees that at the termination by any party of the arrangement described within this MOU, and at all times prior to such termination, neither the Airport Operator nor the owner of the furnishings shall (i) attempt to remove the furnishings from the checkpoint; or (ii) to limit or constrain in any way the use of the furnishings by airline passengers or TSA, except that the Airport Operator or the owner of the furnishings **shall** be required to remove all furnishings at any time after the sixtieth (60th) day following the day upon which TSA receives notice, in writing, from the Airport Operator of the Airport Operator's intent to remove such furnishings from the checkpoint. Such notice is to be delivered to TSA at the address provided in this MOU, unless such notice period is altered or waived in advance and in writing by the FSD. This paragraph does not apply to removal of broken or malfunctioning furnishings on a piecemeal or item-by-item basis for repair, replacement, or exchange in performance of the Airport Operator's compliance with requirements stated in the paragraph of the Spec Sheet entitled "Maintenance of Furnishings" or other agreement, if any, for maintenance of the appearance, performance, functionality, or suitability of the furnishings during the term of the arrangement described in paragraph 4 of this MOU.

6. **Effective Date.** The effective date of this MOU is the date on which it is signed by appropriate representatives for both Parties, and shall be the date of the last signature ("Effective Date"). This MOU shall continue indefinitely until terminated by either party in accordance with Paragraph 8 below.

**MEMORANDUM OF UNDERSTANDING
CONCERNING
USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS**

7. Points of Contact.

For Airport Operator:

Wichita Airport Authority
Traci Nichols
2173 Air Cargo Road
Wichita, Kansas 67209
tnichols@wichita.gov

For TSA:

Transportation Security Administration
FSD
Keith Osborn
Wichita Mid-Continent Airport
2299 Airport Road
Wichita, Kansas 67209
(316) 945-1799
keith.osborn@dhs.gov

Transportation Security Administration
Technical Representative
Phillip Garcia
Assistant FSD
Wichita Mid-Continent Airport
2299 Airport Road
Wichita, Kansas 67209
(316) 945-1789
felipe.garcia@dhs.gov

Transportation Security Administration
Contracting Officer
Beth Wann
701 South 12th Street
Arlington, VA 22202
(571) 227-1655

8. Termination. TSA and the Airport Operator reserve the right to withdraw or otherwise terminate this MOU, in whole or in part, at their sole discretion, with or without cause, and without prior notice to the other party. Upon termination of this Agreement by either party, the Airport Operator shall remove all furnishings provided to TSA in accordance with paragraph 5.B.(3) above. TSA and the Airport Operator agree that they will not unreasonably exercise their rights under this paragraph, and that they may provide to the other party prior notice and an opportunity for comment to the extent practicable in the circumstances.
9. Loss or Damage. TSA assumes no responsibility, financial or otherwise, for any loss or damage to the checkpoint security materials furnished under this MOU.

**MEMORANDUM OF UNDERSTANDING
CONCERNING
USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS**

10. Modification. This MOU may be modified upon the mutual written consent of the parties in accordance with paragraph 5.A (7). The modification shall cite the subject Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU.
11. Construction of the MOU. This MOU is issued under 49 U.S.C. 106(1) and (m), and is not a procurement contract, grant, or cooperative agreement. Nothing in this MOU shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation. This MOU is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization.
12. Disputes. Where possible, disputes will be resolved by informal discussion between the cognizant FSD and Contracting Officer for TSA and an authorizing official of the Airport Operator. The decision is final unless it is appealed to the TSA Assistant Administrator for Acquisition or his designee within 60 days of the decision. The TSA Assistant Administrator for Acquisition or his designee shall issue a final agency decision. This decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
13. Severability. Nothing in this MOU, is intended to conflict with current laws or regulations or the directives of DHS, TSA (other federal agency), or any other Executive Department. If a term of this MOU is inconsistent with such authority, then those terms shall be invalid but the remaining terms and conditions shall remain in full force and effect.
14. Protection of Information. The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as result of this MOU. The parties shall safeguard Sensitive Security Information in accordance with 49 C.F.R. 1520.

**MEMORANDUM OF UNDERSTANDING
CONCERNING
USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS**

Entered into this _____ day of _____, 2009 by and between:

Keith Osborn
FSD, for TSA

Dated: _____

Beth Wann
TSA Contracting Officer

Dated: _____

By: _____

By: _____
Carl Brewer, President

Dated: _____

Dated: _____

ATTEST: _____
Karen Sublett, City Clerk

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____
Director of Law

Dated: _____

MEMORANDUM OF UNDERSTANDING CONCERNING USE OF SECURITY SCREENING CHECKPOINT FURNISHINGS

ATTACHMENT A

SPECIFICATIONS SHEET	
Item	Specifications
Bins	<ul style="list-style-type: none"> • 15-inches to 16-inches wide • 20.5-inches long • 5-inches deep • Bins shall be made of a material that is proven not to interfere with the screening process. • Bins shall nest for ease of stacking and retrieving. • Bins shall carry unique identification numbers on the outside of the tray that is visible to travelers and TSOs. • A minimum of 60 bins per security lane shall be made available.
Bin Carts	<ul style="list-style-type: none"> • Carts may be constructed entirely of plastic, or may have metallic content as may be required to minimize breakage under expected operating conditions, at the discretion of the FSD in consultation with the Advertising Broker or the owner (if other than the advertising broker) of the furnishings. • Carts shall be designed to hold the bins (trays), be mobile, and adaptable to diverse checkpoint environments. • Carts shall have two stationary, non-slip legs on the front to secure the cart until required to be moved. • A minimum of four carts per security lane shall be provided.
Tables	<ul style="list-style-type: none"> • Tables shall have type 304 stainless steel tops. • Steel top surface must be a minimum of 16 gauge and 30-in. wide. • Tables shall be available in lengths of both 4-feet and 6-feet. • The under shelf or supports and legs may be stainless steel, galvanized steel, or similar material as long as it is consistent throughout the airport. • Tables shall be custom installed to align with the heights of the screening equipment. • A minimum of three tables per security lane shall be made available.
Maintenance of Furnishings	<ul style="list-style-type: none"> • Furnishings must be maintained at all times in good working order and in appearance appropriate for a high-visibility public service location and acceptable to the FSD. • Each damaged item shall be replaced by the vendor within a reasonable period of time not to exceed 30 days.
Explanatory Brochures	[TBD based on consultation by the FSD with the Airport Operator and the Advertising Broker].
SSA Acceptance	Only items observed and evaluated by Safe Skies Alliance (Tel: (865) 970-0515; POC Tim Hollifield) for use in the security screening checkpoint will be permitted by TSA to be placed in the security screening checkpoint in connection with this program

EXCLUSIVE ACCESS AND LICENSE AGREEMENT

Between

WICHITA AIRPORT AUTHORITY

And

SECURITYPOINT MEDIA, LLC

At

**WICHITA MID-CONTINENT AIRPORT (ICT)
WICHITA, KANSAS**

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Strictly Confidential and Proprietary

| ICT_Security Point Media - 10-05-09final

Exclusive Access and License Agreement

This Exclusive Access and License Agreement ("Agreement") entered into this _____, and effective as of the date herein provided ("Effective Date"), by and between SecurityPoint Media LLC, a Florida limited liability company ("Licensee") and Wichita Airport Authority [Airport Operator], which operates ICT ("Airport"), [collectively the "Airport Operator"]].

Recitals

- I. The Airport Operator owns and/or operates the Airport consisting, in part, of terminal building, passenger security checkpoints and screening areas, tarmac and other service areas (collectively the "Terminal"). The Airport has a total of two (2) active security screening lanes in its security screening checkpoint areas. During peak travel times, the number of lanes may be increased to three (3) security screening lanes.
- II. The Transportation Security Administration (TSA) maintains full jurisdiction at the Airport for the passenger screening operations, checkpoints and security screening lanes located in the security screening checkpoint areas for the purposes of conducting security and passenger screening operations. The TSA has authorized the Airport to enter into a Memorandum of Understanding for the utilization by the TSA of certain furnishings provided by the Licensee to the Airport at no cost at the Airport's security screening checkpoint areas.
- III. The Licensee owns the SecureTray System® consisting of SecureTrays® and SecureCarts® for utilization at passenger security checkpoint areas in an airport. The Licensee's patented SecureTray System® has been tested and approved by the TSA and its designated evaluation agent Safe Skies Alliance for installation at security screening checkpoint areas within an airport to improve workforce safety and to facilitate the passenger screening process and as an approved vehicle for advertising.

The existing tables used at the passenger security checkpoint areas shall remain the Airport Operator's property. If the Airport Operator, in conjunction with Licensee determines the existing tables require replacement, the Licensee shall, at Licensee's sole cost, replace such Divesting Tables and such replacements shall be the Licensee's property.

- IV. The Airport Operator and Licensee acknowledge that the continued operation of the Airport as a safe, convenient, efficient and attractive facility is a vital component to the economic health and welfare of the Airport Operator and its constituents and the installation of the SecureTray System® at the Airport will promote and enhance the Airport's operations.
- V. The Airport Operator desires to grant Licensee, and Licensee desires to accept, a limited, but exclusive access agreement and license to the Airport Terminal in order for the Licensee to install and maintain the SecureTray System at all current and future

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passenger security checkpoints and screening lanes at the Airport and to sell to third parties sponsorships and advertising in the SecureTray System as provided in the MOU.

- VI. The Airport Operator agrees to submit and enter into the Memorandum of Understanding Concerning Use of Security Screening Checkpoint Furnishings ("MOU") with the TSA identifying the Licensee as its exclusive vendor and third party provider of the items, equipment and materials for the Security Screening Checkpoint Furnishings Program ("Program") to be implemented at the Airport by the Airport Operator pursuant to the MOU. The Effective Date of this License shall be the effective date of the MOU as therein provided and a copy of the fully executed MOU shall be attached hereto as Exhibit "A".

NOW, THEREFORE, the Airport Operator and Licensee, confirming that the foregoing Recitals are true and correct, further agree as follows:

ARTICLE I – EXCLUSIVE LICENSE GRANT

1.1 The Airport Operator grants Licensee a limited but exclusive license to access, install and maintain its SecureTray System at all the passenger security screening checkpoint areas and screening lanes at the Airport. Additionally, and as the principal inducement to the Licensee providing the Airport Operator with the SecureTray System at no cost or expense to the TSA or the Airport Operator, this License grants and allows the Licensee the exclusive right to solicit, accept, and sell to third parties sponsorships and announcements to be utilized in the SecureTray System in accordance with the MOU and pursuant to the standards and guidelines for acceptable advertising materials as adopted by the Airport Operator. The Licensee shall conduct no other operations or business at the Airport without the express written consent of the Airport Operator.

1.2 For and in consideration of this License, the Licensee shall install, provide and maintain, at its sole cost and expense, the SecureTray System for each of the existing 2 active security screening checkpoint lanes at the Airport and any additional security screening checkpoint lanes that may be added by the Airport Operator to the Airport in the future. The SecureTray System utilized in the Program shall conform to TSA requirements and specifications as provided in the MOU, attached hereto as Exhibit "A".

ARTICLE 2 – LICENSEE RESPONSIBILITIES

2.1 Licensee shall coordinate all installation activities and requirements of implementation of the Program with the TSA and the local security department of the Airport Operator prior to installing its SecureTray System at the Airport.

2.2 Licensee shall coordinate maintenance activities and requirements with the TSA and the local security department of the Airport Operator prior to performing maintenance operations of its SecureTray System at the Airport.

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2.3 Licensee shall conduct its installation and maintenance operations in such a manner that does not interfere with the ongoing operations of the Airport.

2.4 Licensee shall comply with all TSA and Airport Operator regulations with regard to access to restricted areas of the Airport.

2.5 Licensee, at its own cost and expense, shall dispose of any refuse or other trash created pursuant to its installation and maintenance operations of the SecureTray System.

2.6 Licensee shall be responsible for and shall be required to insure that all sponsorships, advertising, and announcements conform to the Airport Operator's uniform standards and guidelines as required by the MOU. Sponsorships, advertisements, and announcements shall be "unobtrusive", "non-controversial" and "unrelated-to-checkpoint" as defined in the MOU and in good taste suitable for viewing by the general public, including children.

2.7 Licensee shall provide the Airport Operator with a quarterly report and accounting of its business operations at the Airport.

2.8 Licensee shall be responsible for addressing and correcting, as deemed appropriate, the issues and matters, if any, identified in the written evaluations of the Program that may be prepared by the Airport Operator and delivered to Licensee as provided in Section 3.4 herein.

2.9 Licensee agrees to promptly pay all taxes, excise, license and permit fees of whatever nature applicable to its operations hereunder and to obtain and keep current all municipal, state, or federal licenses required for the conduct of its business at the Airport and further agrees not to permit any of said taxes, excises, license or permit fees to become delinquent. If a lien is filed against the Airport premises on account of work performed, materials furnished or obligations incurred by or on behalf of or at the request of Licensee, Licensee agrees to indemnify the Airport Operator against any expense, cost, or liability incurred by the Airport Operator as a result of such Lien. The Airport Operator shall be responsible for and shall pay any taxes, fees or other charges assessed against the License Fees to be paid by the Licensee to the Airport Operator as provided in Article 4 hereof.

2.10 Licensee shall keep or make available upon request accurate and complete records and accounts of all payment obligations, payments made and such other documents as are relevant to Licensee's business operations of the Program at the Airport. The Airport Operator's Auditor or independent accounting firm or their respective authorized representatives shall have the right at any time to inspect or audit any or all of the records of the Licensee with respect to its business operations at the Airport. Licensee, upon written request, shall make all documents required by this provision available for examination to the Airport Operator's representative within fourteen (14) days of the date of receipt of the written request for such examination.

ARTICLE 3 – AIRPORT OPERATOR RESPONSIBILITIES

3.1 The Airport Operator shall submit and enter into an MOU with the TSA.

3.2 The Airport Operator shall provide the Licensee with reasonable access to the Airport for installation and maintenance of its SecureTray System.

3.3 The Airport Operator agrees to comply with its terms, obligations, and requirements under the MOU and not to modify, withdraw, terminate, or otherwise unilaterally exercise any rights under the MOU which would result in termination or material modification of the Program at the Airport and/or for the rights of the Licensee hereunder without Licensee's express written consent. The Airport Operator shall keep the Licensee informed from time to time of any communications, actions, and/or directions the Airport Operator receives from the TSA with respect to the Airport Operator's compliance, performance and obligations under the MOU and/or the Licensees operation of the Program.

3.4 During the term of this License, the Airport Operator may, but under no circumstances shall be obligated to conduct visual inspections of Licensee's SecureTray System at the Airport, and may provide Licensee with a written report of such issues or matters it would like the Licensee to address with respect to the SecureTray System, including but not limited to a description of any loss of or damage to any SecureTray System components and/or any non-observance of or compliance with the uniform standards and guidelines for sponsorships or announcements.

ARTICLE 4 – LICENSE FEES

4.1 As consideration for the Airport Operator providing the access to the Airport for the Licensee to install the SecureTray System and as consideration for the Airport Operator appointing the Licensee as its exclusive provider under the Program, during the initial term of this License, Licensee shall pay the Airport Operator a fee of twenty percent (20%) of Gross Revenue (as hereinafter defined) ("License Fee") received by the Licensee from third parties from the sale of sponsorships and promotions utilized in the SecureTrays deployed at the Airport.

4.2 In the event the Airport Operator and/or the TSA directs or requires that the Licensee modify, revise, alter, or change the SecureTray System at the Airport during the term of this License which results in the Licensee having to substantially retool or re-engineer the SecureTray System and expend additional capital as a result thereof in excess of the aggregate sum of \$10,000 ("Retooling Expense"), the Airport Operator and Licensee shall mutually agree as to what adjustments will be required, if any, in the License Fees paid by the Licensee. Such agreement shall be required prior to Licensee incurring expenses at the Airport which will impact the License Fees paid to Airport Operator. Licensee shall provide Airport Operator with a statement reflecting the total expenditure of the Retooling Expense pertaining to this Airport. The Retooling Expense shall not include ordinary course of business expenses incurred by the Licensee associated with maintenance, repair, and replacement obligations of the Licensee with respect to the SecureTray System as provided herein.

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4.3 The License Fees referred to in Articles 4.1 and 4.2 above shall be due and payable to the Airport Operator on or before the 15th day of the month subject to receipt of payment by the Licensee from third parties of Gross Revenue, and shall be accompanied by a certificate of utilization and accounting report as hereinbefore provided, signed by an authorized party of the Licensee.

4.4 For purposes of this License, Gross Revenues means all cash payments and remuneration and cash consideration of every kind and of whatsoever nature actually received by Licensee from its operation of the Program in the Airport and the sale of sponsorships and promotions to third parties pursuant to the terms of this Agreement, **LESS:** (1) commissions paid by Licensee to any advertising agency (not to exceed 15% without prior approval in writing of the Airport Operator) provided such agency is not a subsidiary of or otherwise controlled by the Licensee; (2) the amount of any sales, use, services, gross receipts (but no income taxes), occupational or other taxes imposed, levied or paid in conjunction with Licensee's business operations at the Airport as described herein; (3) the amount of any other tax that may be authorized or established subsequent to the execution of this Agreement and imposed on the transactions for advertising or imposed on the advertising media/display inventory at the Airport; (4) the amount of any discount or deduction representing quantity purchases and/or incentives; and (5) Licensee's production and design costs of the SecureTray System related to the Licensee's operations herein and paid to independent providers.

ARTICLE 5 – WARRANTIES

5.1 The Airport Operator makes no warranty, either expressed or implied, as to the design, suitability or fitness for a particular purpose of the security checkpoint location where the Licensee will install and maintain its SecureTray System.

5.2 The Airport Operator warrants and represents to the Licensee that its execution and performance of this Agreement shall not constitute a breach of any Agreement or restriction to which the Airport or Airport Operator is a party or may be bound.

ARTICLE 6 – TERM AND TERMINATION

6.1 This Agreement is binding and in full force and effect as of the Effective Date and commences on the day the SecureTray System is fully installed at all security lanes at the Airport. The initial term of this Agreement shall be for three (3) years with an option to renew the initial term for two additional one (1) year options subject to renegotiation, exercisable by either party upon written notice to the other party within ninety (90) days of the expiration of the preceding term.

Licensee acknowledges that the Airport Operator is planning to construct a new terminal building at the Airport. Construction of the new terminal may occur prior to the end of the lease term. Licensee agrees that this Agreement may be cancelled during the initial term or any extensions thereof upon provision of a 60-day written notice from the Airport Operator stating that the space will no longer be available due to the construction of the new terminal building.

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In the event the Program is not extended by either the Licensee or the Airport Operator or the Program is terminated by the TSA, the Airport Operator shall provide written notice thereof to the Licensee. The Licensee and the Airport Operator, during the 60-day period following receipt of such written notice, will agree to a firm schedule and timeline for the Licensee to remove its SecureTray System and, if requested, assist the Airport Operator and/or the TSA to acquire unadorned replacement trays and to ensure checkpoint operations are uninterrupted.

6.2 In the event the TSA adopts new or revised functional or operating standards or procedures that affect the passenger or property screening process at the security screening checkpoint areas during the term of this Agreement or any extensions thereof, the Airport Operator and Licensee agree to cooperate and work with each other exclusively to modify or revise the services provided hereunder by the Licensee so as to avoid frustration of the intent and commercial benefits of this Agreement to each party.

6.3 In the event the TSA modifies or changes the specifications of Security Screening Checkpoint Furnishings (reflected on Attachment A of Exhibit A, "Spec Sheet") during the term of this Agreement such that the SecureTray System no longer conforms to the Spec Sheet in any material respect or it becomes commercially unreasonable to operate the Program at the Airport, the Licensee shall notify the Airport Operator in writing and the Airport Operator and the Licensee shall work together exclusively to renegotiate the terms of this License to find a mutually agreeable alternative solution to the nonconforming commercially unreasonable situation, or the Licensee shall have the option to terminate this Agreement upon sixty (60) days written notice to the Airport Operator. In the event of such termination the Licensee and the Airport Operator shall coordinate and agree to a schedule for the Licensee's orderly removal of all elements of the SecureTray System from the security screening checkpoint areas.

6.4 Upon the expiration of the initial term or any renewal thereof, this Agreement may continue on a month-to-month basis, subject to the terms and conditions hereof, by the mutual written agreement of the Airport Operator and the Licensee.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 Licensee shall be in material and substantial default under this Agreement if Licensee:

- A. Abandons or deserts its operations at the Airport;
- B. Suffers any materialmen's or mechanic's lien or attachment to be filed against the Airport or Airport Operator's property because of any act or omission of Licensee, and such lien or attachment is not discharged or contested by Licensee in good faith by proper legal proceedings within sixty (60) days after receipt of notice thereof by Licensee;
- C. Fails to keep, perform and observe any covenant or agreement set forth in this Agreement, and such failure continues for a period of more than sixty (60) days after delivery by Airport Operator of a written notice of such breach or default, except where a shorter period is specified herein. With the exception of the payment of License Fees, which shall be due

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and payable as herein provided in Article 4.3 without grace, Licensee shall not be considered in default of this Agreement where fulfillment of its obligation requires affirmative action over a period of time and Licensee, within sixty (60) days of notice, commences in good faith to perform the actions that may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control. The Airport Operator may, in its sole discretion, determine that a default has not occurred under paragraph 7.1 if, upon written notice by the Airport Operator to the Licensee of breach or default, the Licensee commences to act immediately and in good faith to correct any act or omission herein defined as a default, and continues to act in good faith and with all appropriate diligence until the act or omission is cured.

7.2 If Licensee defaults in any of the covenants, terms, and conditions herein, the Airport Operator may exercise anyone or more of the following remedies in addition to any other rights or remedies that are provided by law:

A. The Airport Operator may elect to allow this Agreement to continue in full force and effect and to enforce all of Airport Operator's rights and remedies hereunder; or

B. The Airport Operator may cancel and terminate this Agreement and, with process of law upon giving sixty (60) days written notice to Licensee of its intention to terminate, at the end of which time all the rights hereunder of the Licensee shall terminate, unless the default, which shall have been stated in such notice, shall have been cured or the Licensee has commenced corrective action within such sixty (60) days of receipt of such notice. The Airport Operator is held to a standard of commercial reasonableness in determining whether the default is a minor or a material and substantial default. The remedy of termination of this Agreement may be exercised by Airport Operator only for a continuing and uncured material and substantial default by the Licensee.

ARTICLE 8 – INSURANCE AND INDEMNITY

8.1 Insurance

A. The Licensee shall obtain and keep in force during the entire term of this Agreement, insurance policies as described in the Airport Operator's form of insurance certificate including public liability in the amount of \$500,000 for each person and each occurrence and \$500,000 for property damage.

B. Upon execution of this Agreement, the Licensee shall submit to the Airport Operator a fully completed insurance certificate form, which specifies the issuing insurance company, policy numbers and policy periods for each required coverage.

C. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the Airport Operator.

D. The Licensee shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

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E. The Licensee shall name the Airport Operator and the City of Wichita as an "additional insureds" on all relevant insurance policies.

8.2 Each party to this Agreement hereby agrees to indemnify, defend, and hold harmless the other party, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the Airport Operator or the other party, and shall indemnify, defend and hold harmless the other party and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the party's performance of this Agreement or its occupancy of the Airport property upon which work is performed under this Agreement, including acts and omissions of the party's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, a party's obligation to indemnify, defend, or hold harmless the other party, its officers, agents, and employees under this paragraph shall not apply to liability or damages resulting: (1) from the negligence of the other party's officers, agents, employees, representatives, suppliers, invitees, contractors or agents; (2) from the other party's performance of work requiring the application of the party's professional skills, training and judgment (such as the preparation of designs, plans or opinions) if such work was not performed in a negligent manner; or (3) from the other party's breach or default of an obligation, warranty, or representation hereunder. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of any party. Each party may maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

ARTICLE 9 – NOTICES

9.1 Any notice given under this Agreement shall be in writing and shall be given by certified mail, receipt requested, and addressed to the parties at their respective addresses as specified in this Agreement. Service of notice shall be effective upon delivery.

To the "Licensee"
SecurityPoint Media LLC
11201 Corporate Circle N.
St. Petersburg, FL 33716

To the "Airport Operator"
Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

Attn: Joseph T. Ambrefe, Jr.

Attn: Traci Nichols

Tel: 727-577-3106
Fax: 727-499-7118

Tel: (316) 946-4712
Fax: (316) 946-4793

With a required copy to:

Beni Serpin
Sheppard Mullin
12275 El Camino Real

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Suite 200
San Diego, CA 92130

Attn: Beni Serpin, Esq.

Tel: (858) 720-8950
Fax: (858) 847-4874

ARTICLE 10 – GENERAL CONDITIONS

10.1 Except as otherwise expressly provided in this Agreement, the provisions hereof may only be modified, amended or changed by written agreement signed by the Airport Operator and the Licensee.

10.2 Licensee agrees to observe and comply with applicable laws, ordinances, rules, regulations, Airport standard operating procedures, court orders and executive orders of the federal, state and local governments with respect to conducting its business at the Airport including the installation and operation of the SecureTray System.

10.3 This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Kansas. In the event either party employs an attorney or attorneys to enforce its rights hereunder, the prevailing party in any such action shall be entitled to an award of its reasonable attorney's fees, costs and expenses incurred at all levels and in all proceedings, including any appeals.

10.4 Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is deemed to be prohibited or invalid under applicable law, the provision is severable and deemed to be ineffective, without invalidating the remaining provisions of this Agreement.

10.5 This Agreement creates a license only and Licensee acknowledges that Licensee does not and must not claim at any time any property interest in the Airport.

10.6 Except as expressly provided or as required by law, the terms and conditions of this Agreement shall be confidential and shall not be disclosed or disseminated in any manner by either party without the express written permission of the other party. Upon execution of this Agreement by all parties, this document shall be considered a contract with a government agency and shall be subject to applicable regulations and requirements associated therewith.

10.7 No failure of Airport Operator or Licensee to insist upon the strict performance of a term, covenant or agreement contained in this Agreement shall be deemed or taken to be a waiver by the Airport Operator or Licensee of any succeeding or other breach. Time is of the essence in the performance of the terms and conditions of this Agreement.

10.8 Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement

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due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.

10.9 This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the Airport Operator and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Airport Operator for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport Operator's airport system.

10.10 The Licensee shall not assign this Agreement or its obligations hereunder without the Airport Operator's prior written consent which shall not be unreasonably withheld, conditioned or delayed; provided, however, Licensee may assign the Agreement without the Airport Operators consent to (i) any affiliate of Licensee, or (ii) any person or entity purchasing substantially all of the assets or a majority of ownership or control of Licensee; provided, further, however, in the case of (ii) such assignee specifically assumes in writing all of the obligations of the Licensee herein.

10.11 The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

10.12 Should Licensee require access into any secure area at the Airport, its employees, agents, directors, officers or subcontractors requiring such access, at sole expense to Licensee, shall be badged in order to have such access. Should Licensee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Airport Operator be cited for a civil fine or penalty for such security violation, Licensee agrees to reimburse Airport Operator for any monetary civil fine or penalty, which may be imposed on Airport Operator by FAA or TSA, however, nothing herein shall prevent the Licensee from contesting the legality, validity or application of such fine or penalty to the full extent Licensee may be lawfully entitled.

10.13 This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the Airport Operator or the Licensee because of any breach hereof or arising out of any of the terms, covenants, agreements and conditions herein contained.

10.14 The parties acknowledge and agree that the provisions contained herein, including all exhibits attached hereto, constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement has been executed.

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10.15 In connection with the performance of work under this Agreement, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability, and Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

IN WITNESS WHEREOF, the authorized officers of the each of the Parties have executed this Agreement by their signatures below.

“LICENSEE”

SecurityPoint Media, LLC

By: 

JOSEPH T. AMBREFE, JR.
President/CEO, SecurityPoint Media, LLC

Dated: 10.7.09

“AIRPORT OPERATOR”

Wichita Airport Authority

By: _____

Carl Brewer, President

Dated: _____

ATTEST: _____

Karen Sublett, City Clerk

By: _____

Victor D. White, Director of Airports

APPROVED AS TO FORM: _____

Director of Law

Dated: _____

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| ICT_Security Point Media - 10-05-09final

**City of Wichita
City Council Meeting
October 27, 2009**

TO: Wichita Airport Authority

SUBJECT: Continental Airlines – Airline Use Agreement
ExpressJet Airlines – S. A. No. Nine

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement and supplemental agreement.

Background: The Wichita Airport Authority has a uniform lease and use agreement with the passenger carrying airlines serving Wichita Mid-Continent Airport. On January 13, 2009, the WAA approved a supplemental agreement with ExpressJet Airlines which extended that agreement through December 31, 2009, and reflected space leased by ExpressJet Airlines.

Analysis: ExpressJet currently operates aircraft for Continental Airlines. In a separate master agreement between ExpressJet and Continental, Continental agreed to assume leased space obligations of ExpressJet. At this time, the WAA does not currently have an airline airport use and lease agreement with Continental Airlines. With this agenda item is an agreement with Continental which transfers leased space from ExpressJet to Continental. Also included is a supplemental agreement with ExpressJet which reflects the removal of the leased space and allows continuation of ExpressJet's lease through year end.

Financial Considerations: None.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through modifying agreements to allow for airline changes which will facilitate improved service to the traveling public.

Legal Considerations: The Law Department has approved both the agreement and supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement and supplemental agreement, and authorize the necessary signatures.

Attachments: Continental Airlines Agreement and ExpressJet Airlines S. A. No. Nine.

AIRLINE AIRPORT USE AND LEASE AGREEMENT

BY AND BETWEEN

WICHITA AIRPORT AUTHORITY

AND

CONTINENTAL AIRLINES, INC.

FOR

WICHITA MID-CONTINENT AIRPORT

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AIRLINE AIRPORT USE AND LEASE AGREEMENT

BETWEEN

WICHITA AIRPORT AUTHORITY

AND

CONTINENTAL AIRLINES, INC.

THIS AGREEMENT, made and entered into this October 27, 2009, by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas (hereinafter referred to as "Authority") and CONTINENTAL AIRLINES, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Airline") acting by and through its designated officers pursuant to its bylaws or a resolution of its Board of Directors;

WITNESSETH:

WHEREAS, Authority owns and operates the Wichita Mid-Continent Airport (hereinafter referred to as "Airport"); and

WHEREAS, Authority has the right to lease and license the use of property on Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Airline is a corporation primarily engaged in the business of air transportation by aircraft for the carriage of persons, property, and mail; and

WHEREAS, Airline desires to use certain premises and facilities, and to exercise certain rights and privileges at Airport in connection with the operation of its Air Transportation System, and Authority is willing to agree to such use, rights and privileges as set forth herein; and

WHEREAS, the intent of the parties hereto is to enter into an agreement which will more definitively specify the rights and obligations of the parties with respect to the operation of Airport by Authority and the use and occupancy of Airport by Airline, and this Agreement is responsive to and in accordance with that intent;

NOW, THEREFORE, Authority and Airline for, and in consideration of, the covenants and mutual agreements hereinafter contained, do hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 - Definitions

The following words, terms and phrases wherever used in this Agreement shall, for the purposes of this Agreement, have the following meanings:

Air Transportation Company shall mean a company engaged in the business of scheduled or nonscheduled commercial transportation by air of persons, property, mail, and/or cargo.

Agreement shall mean this Airline Airport Use and Lease Agreement between Authority and Airline, as the same may be amended from time to time.

Aircraft Parking Apron shall mean that part of Ramp Area immediately adjacent to Terminal that is used for the parking of aircraft and support vehicles and the loading and unloading of passengers, baggage, and other mail or cargo, the boundaries of which are shown in Exhibit "B" attached hereto.

Airfield shall mean those portions of Airport provided for the landing, take-off and taxiing of aircraft, including without limitation approach and turning zones, aviation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

Airline Premises shall mean Exclusive Use Premises, Preferential Use Premises and Joint Use Premises as hereinafter defined.

Airport shall mean the Wichita Mid-Continent Airport owned and operated by The Wichita Airport Authority, the current boundaries of which are shown on Exhibit "A" attached hereto.

Airport System shall mean Wichita Mid-Continent Airport and Colonel James Jabara Airport.

Air Transportation System shall mean that system operated by Airline for the commercial transportation of persons, property and mail by air.

Bond Resolution shall mean any bond resolution(s) of the Authority authorizing the issuance of any Bonds or other financing obligations with respect to the Airport System, as such may be supplemented or amended from time to time.

Bonds shall mean any bonds or other financing instrument or obligation of the Authority, other than Subordinated Indebtedness, issued for the purposes of improving the Airport System pursuant to any Bond Resolution.

Capital Charges shall mean (i) Debt Service, (ii) amortization requirements for projects funded by Authority in Airline Cost Centers, and (iii) the cost of any other single capital item made to improve, maintain, or develop the Airport System which is not included in (i) or (ii) above.

Code Share Airline shall mean a Scheduled Air Carrier providing regularly scheduled air service at the Airport under a common airline code with a Host Airline.

Debt Service shall mean the required amounts to be deposited within the principal and interest accounts created by the Bond Resolution, and such other fund(s) which may be established for payment of Other Indebtedness or Subordinated Indebtedness during any period for the payment, when due, of principal of, interest on, and other fees and amounts associated with such debt.

Debt Service Coverage shall mean, for any Fiscal Year, the amount equal to twenty-five percent (25%) of Debt Service, as defined in the Bond Resolution, for all series of Bonds plus such other amount as may be established by any financing agreement with respect to Other Indebtedness or Subordinated Indebtedness.

Debt Service Reserve Fund(s) shall mean the fund or funds established in the Debt Service Fund pursuant to the Bond Resolution or any other financing document for the deposit of funds necessary to satisfy any Debt Service Reserve Requirement.

Debt Service Reserve Fund Requirement shall mean the reserve requirement as defined in the Bond Resolution for all series of Bonds, and any reserve requirements established for Subordinated Indebtedness or Other Indebtedness.

Director shall mean the Director or Acting Director of Airports, and shall include such person or persons as may from time to time be authorized in writing by the Director to act for the Director with respect to any or all matters pertaining to this Agreement.

Enplaned Passengers shall mean all (i) originating; (ii) on-line transfer; and (iii) off-line transfer revenue passengers boarded at the Airport.

Exclusive Use Premises shall mean Terminal space leased to Airline for its exclusive use as shown on Exhibits "B" and "C" attached hereto, as such may be amended from time to time.

Fiscal Year shall mean the then current annual accounting period of Authority for its general accounting purposes which, at the time of entering into this Agreement, is the period of twelve (12) consecutive calendar months ending with the last day of December of any year.

Gate Position shall mean Airline's passenger gate(s), including Airline's Aircraft Parking Apron, holdroom, passenger loading bridge(s), if any, and appurtenant furnishings in and about the Terminal that are reasonably necessary for the use thereof; provided, however, Gate Position shall specifically exclude any space leased by Airline under the Terminal concourses.

Host Airline shall mean a Signatory Airline accommodating a Code Share Airline within its Airline Premises.

Joint Use Premises shall mean those Terminal areas assigned to two or more Scheduled Air Carriers, as shown on Exhibits "B" and "C" attached hereto.

Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand pound units for which each aircraft operated by Airline is certified by the Federal Aviation Administration ("FAA"), or any successor agency thereto.

Non-Revenue Landing shall mean any aircraft landing by Airline at Airport for which Airline receives no revenue, and shall include irregular and occasional ferry, test, courtesy, inspection, or other similar flights.

Operation and Maintenance Expenses (O&M Expenses) shall mean, for any period, all expenses accrued by Authority in accordance with generally accepted accounting practices for airports of similar characteristics for the operation, maintenance, administration and ordinary current repairs of the Airport System in order to maintain and operate the Airport System in a reasonable and prudent manner.

Operation and Maintenance Reserve Requirement (O&M Reserve Requirement) shall mean a reserve created and maintained sufficient to pay three months of budgeted O&M Expenses.

Other Debt Service shall mean any principal, interest, and premium, either paid or accrued, on Other Indebtedness of the Authority relating to improvements to the Airport System.

Other Indebtedness shall mean any debt incurred by Authority for Airport System purposes which is outstanding and not authenticated and delivered under and pursuant to any Bond Resolution or any Subordinated Bond Resolution.

Preferential Use Premises shall mean Aircraft Parking Apron(s), hold room(s) and Authority owned passenger loading bridge(s), if any, assigned to Airline, as set forth in Section 3.1, and to which Airline shall have preferential use, defined herein as the unrestricted higher and continuous priority over all other users, subject to the provisions of Article XVI herein. The Director may, with notice appropriate under the circumstances, authorize another Air Transportation Company pursuant to Article XVI to utilize Airline's hold rooms, loading bridges, and Aircraft Parking Apron when such use does not conflict with Airline's scheduled flight activities, including a period of forty-five (45) minutes after any of Airline's scheduled departure times and forty-five (45) minutes prior to any of Airline's scheduled arrival times and during Airline's aircraft parking overnight, or for the scheduled flight activities of an airline with which Airline has a Code Share Airline agreement, approved subleases, or handling agreements.

Ramp Area shall mean the aircraft parking and maneuvering areas adjacent to Terminal, and shall include within its boundaries all Aircraft Parking Aprons.

Requesting Airline shall mean a Scheduled Air Carrier desiring to provide new or expanded commercial passenger air transportation service to and from Airport, and which is unable to obtain adequate Aircraft Parking Apron and/or Terminal space from Authority.

Revenue Landing shall mean an aircraft landing by Airline at Airport in conjunction with a flight for which Airline makes a charge or for which revenue is derived for the transportation by air of persons, property or mail, but Revenue Landings shall not include any landing of an aircraft which,

after having taken off from Airport and without making a landing at any other airport, returns to land at Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

Scheduled Air Carrier shall mean an Air Transportation Company performing or desiring to perform scheduled commercial air transportation service over specified routes to and from Airport, and holding any necessary authority to provide such transportation from the appropriate federal and state agencies. Code Share Airlines, or wholly owned subsidiaries of Host Airlines providing scheduled air transportation to and from Airport, shall be considered as one Scheduled Air Carrier for the sole purpose of calculating and assessing fees and charges hereunder.

Signatory Airlines shall mean those airlines, including Airline and Code Share Airlines or wholly owned subsidiaries of such airlines, providing scheduled air transportation to and from the Airport and which have executed substantially similar agreements to this Agreement, including term, with Authority for the lease, use, and occupancy of facilities at the Airport, including the lease of at least one (1) holdroom and associated Aircraft Parking Apron. Code Share Airlines shall also execute a similar agreement to this Agreement, but without the requirement to meet the minimum facilities requirement set forth in this paragraph so long as the Host Carrier meets such requirements.

Special Purpose Facilities shall mean any capital improvements paid from other than Airport revenues and located or to be located on any property included under the definition of the Airport.

Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to a Subordinated Bond Resolution.

Subordinated Bond Resolution shall mean a Resolution of the Authority authorizing the issuance by the Authority of Subordinated Indebtedness, as such may be supplemented or amended from time to time.

Terminal shall mean the airline terminal building owned and operated by Authority at Airport, as shown on Exhibit "A" hereof.

U.S. Implicit Price Deflator Index shall mean the then most recently issued year-to-date United States Gross National Product Implicit Price Deflator Index issued by the United States Department of Commerce, or, if such index shall be discontinued, a successor index designated by the United States Government.

Section 1.2 – Construction

1.2.A. Additional words and phrases used in this Agreement but not defined herein shall have their usual and customary meaning.

1.2.B. Unless the context clearly indicates otherwise, words used in the singular include the plural, and words used in the plural include the singular.

ARTICLE II TERM

Section 2.1 - Initial Term

The term of this Agreement shall commence November 1, 2009 and expire at midnight on December 31, 2009, subject to earlier termination as herein provided.

ARTICLE III PREMISES

Section 3.1 - Airline Premises

3.1.A. Authority does hereby lease and demise to Airline, and Airline does hereby lease and accept from Authority, Exclusive Use Premises, Preferential Use Premises, and Joint Use Premises, as set forth on Exhibits "B" and "C".

3.1.B. Authority and Airline may, from time to time, by written agreement, add to or delete space from Airline Premises. Authority shall not have an obligation to permit deletion of space unless needed by Airport for its own use or for lease to another tenant requesting such space. Exhibits "B" and "C" shall be revised as of the effective date of such additions or deletions to reflect agreed upon additions or deletions of space.

3.1.C. Notwithstanding the above Paragraph 3.1.B., Authority shall also have the right upon 90 days advance written notice or such other timeframe which may be reasonable and agreed to by Airline and Authority to relocate Airline to comparable, alternative premises that are ready for beneficial occupancy if such relocation is necessary to ensure the efficient use of all Terminal areas, with due recognition of the specific needs of each carrier, including Airline, operating at the Airport. In the event Airline is relocated, in whole or in part, appropriate changes to Exhibits "B" and "C" shall be made. Authority or the air transportation company being accommodated shall pay all costs of any such relocation, and Airline shall provide receipts or other evidence of any relocation expenses

3.1.D. All space added to, or deleted from, Airline Premises pursuant to this Section 3.1 shall be subject to all the terms, conditions, and other provisions of this Agreement and Airline shall pay to Authority all rentals, fees and charges applicable to such additional Airline Premises in accordance with the terms of this Agreement.

3.1.E.(1) The Authority and Airlines recognize that the use of certain Joint Use Space as set forth in Exhibits "B" and "C" of the Agreement require ingress and egress through Airline Preferential Use Premises. Airline shall make ingress and egress to such Joint Use Space available to passengers, other Airline personnel, and Authority personnel when reasonably required for the efficient and convenient movement of passengers, personnel, and objects. In recognizing the right to such use by others, the parties agree that the Airline shall retain the reasonable and unrestricted higher and continuous priority over other users on its Preferential Use Premises.

3.1.E.(2) During the ingress and egress of Airline Preferential Use Premises by passengers, other Airline personnel and Authority personnel pursuant to this Section, Airline shall be relieved of its obligation under this Agreement to indemnify and save harmless Authority, its agents and employees, its successors and assigns, with regard to any claim for damages or personal injury arising out of or in connection with said passenger, other Airline personnel and Authority's personnel using Airline's Preferential Use Premises unless such damage or personal injury is proximately caused by the negligence of Airline, its agents, employees, licensee, or those under its

control who have come upon Airline Preferential Use Premises in connection with Airline's occupancy hereunder.

Section 3.2 - Employee Parking

Authority shall make available or cause to be developed an area or areas at the Airport as common parking facilities for personnel employed at the Terminal, including Airline personnel, subject to applicable charges for such parking facilities as set forth in Paragraph 6.4.A. herein.

Section 3.3 - Authority Fuel Facilities

Airline shall have the right to utilize the fueling facilities, equipment, and appurtenances, including the tank farm owned by the Authority, for the receiving, storing, and dispensing of aviation fuel, subject to (i) reasonable rules and regulations established by the Director; (ii) the payment of charges for such use as set forth in Paragraph 6.4.B. of this Agreement; (iii) the terms of existing agreements between the Authority and any designee operating the Authority's facilities; and (iv) the execution of a separate agreement with Authority if Airline directly utilizes the Authority fuel facilities without engaging the services of Authority or its designee.

ARTICLE IV USE OF AIRPORT AND RELATED FACILITIES

Section 4.1 - Airline Rights and Privileges

Airline shall have the right, in addition to all rights granted elsewhere in this Agreement, to use areas of Airport as designated in this Agreement for the following purposes:

4.1.A. The operation of its Air Transportation System for the carriage of persons, property and mail, including all activities reasonably necessary to such operations.

4.1.B. The landing, taking off, flying over, taxiing, towing, parking, loading and unloading, conditioning and servicing of aircraft of Airline; and, in areas designated by Authority, the extended parking, servicing, loading or unloading, storage or maintenance of Airline's aircraft, subject to availability of space and to such reasonable charges and regulations as Authority may determine for areas not part of Airline Premises. Such rights shall extend to the aircraft or other equipment of any other aircraft operator with which Airline has an agreement in accordance with Article XV.

4.1.C. The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, and the sale, handling, and providing of mail, freight, and express services.

4.1.D. The training at Airport of personnel in the employ of or to be employed by Airline, and the testing of aircraft and other equipment being utilized on the Airport in the operation of its Air Transportation System, provided that such training and testing is incidental to the use of Airport in the operation by Airline of its Air Transportation System, does not include flight training between the hours of 10:00 p.m. and 7:00 a.m., and will not unreasonably hamper or interfere with the use of Airport and its facilities by others entitled to use of the same. In the event the number of training and testing flights by Airline exceeds ten (10) percent of Revenue Landings by Airline in any one calendar month, then Airline shall pay for such excess flights landing fee charges calculated using the then current rates established in this Agreement for Revenue Landings.

4.1.E. The sale, disposition or exchange of Airline's aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel and other equipment, or supplies, subject to any limitations contained herein, and provided that such rights shall not be construed as authorizing the conduct of a separate business by Airline, but shall only permit Airline to perform such functions as are incidental to the operation of its Air Transportation System. Airline shall not sell aviation fuels or propellants except (i) to a wholly owned subsidiary company, parent company, or a successor company; (ii) for use in aircraft of others which are being used solely in the operations of Airline; or (iii) to others when a comparable grade and type of fuel desired by others is not available at Airport except from Airline.

4.1.F. The purchase at the Airport or elsewhere, of fuels, lubricants and any other supplies and services, from any person or company, subject to paragraph 4.1.E. and to the Authority's right to require that each provider of services and/or supplies to Airline secures a permit from Authority

to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by Authority. No discriminatory limitations or restrictions shall be imposed by Authority that interfere with such purchases; provided, however, nothing herein shall be construed to permit Airline to store aviation fuels at the Airport. The granting of the right to store aviation fuels shall be subject to the execution of a separate agreement between Airline and Authority.

4.1.G. The servicing by Airline, or its suppliers, of aircraft and other equipment being utilized at the Airport on Airline's preferentially leased Aircraft Parking Aprons or such other locations as may be designated by the Director.

4.1.H. The loading and unloading of persons, property, and mail by motor vehicles or other means of conveyance as Airline may desire or require in the operation of its Air Transportation System, at locations designated by Authority. Airline may designate the particular carrier or carriers which are legally authorized to conduct such services in the City of Wichita and which may transport Airline's employees, property, and mail to, from, and on Airport; provided, however, Authority reserves the right to require such carrier or carriers to secure a permit from Authority to conduct such activity at Airport and to abide by all reasonable rules and regulations established by Authority.

4.1.I. The installation and maintenance at its sole cost and expense of identifying signs in Airline's Exclusive Use Premises. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Terminal areas; provided, however, that Authority shall permit Airline to install on the walls behind ticket counters leased by Airline, if any, identifying and company logo signs customarily installed by Airline in such areas at comparable airport facilities. All such signs of whatever number, size, design, color, nature or location shall require the written approval of Director, not to be unreasonably withheld prior to their installation.

4.1.J. The installation, maintenance and operation of such radio, communication, computer, meteorological and aerial navigation equipment and facilities, in, on and about the Airline Premises as may be necessary or convenient in the opinion of Airline for operation of its Air Transportation System; provided, however, that the location and installation of such equipment and facilities shall require the prior written approval of Director, not to be unreasonably withheld, and further provided that the placement and type of installations authorized hereunder shall not interfere with Airport navigational aids or with similar rights granted to other tenants or governmental agencies. In the event of such interference, the Director may require removal, relocation, or modification at the sole cost of Airline to eliminate such interference.

4.1.K. Such rights of way as may reasonably be required by Airline for communications, computer equipment, teletype, telephone, interphone, pneumatic tubes, conveyer systems and power and other transmission lines in and between the Terminal and other areas of Airport. The location of such rights of way shall be designated by Director.

4.1.L. The installation of personal property, including furniture, furnishings, supplies, machinery and equipment, in Airline Premises as Airline may deem necessary or prudent for the

operation of its Air Transportation System, with title to such personal property to remain with Airline in accordance with the terms of this Agreement.

4.1.M. The construction of modifications, finishes and improvements in Airline Premises as Airline may deem necessary or prudent for the proper operation of its Air Transportation System, in accordance with Article IX of this Agreement.

4.1.N. Ingress to and egress from the Airport and Airline Premises for Airline's officers, employees, agents, invitees, passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property. Such rights shall be subject to FAR Part 107, and the Authority's right to establish rules and regulations governing (i) the general public, including Airline's passengers, and (ii) access to non-public areas at the Airport by Airline's employees, suppliers of materials and furnisher of services; provided, however, any such rules and regulations of the Authority shall not unreasonably interfere with the operation of Airline's Air Transportation System. Further, Authority reserves the right to, from time to time, temporarily or permanently restrict the use of any roadway or other area at the Airport. In the event of such restrictions, and if necessary, Authority shall ensure the availability of a reasonable equivalent means of ingress and egress.

4.1.O. The installation of a limited number of soft drink vending machines and snack vending machines, subject to the prior written approval of Director, in the non-public, Exclusive Use Premises of Airline for the exclusive use of Airline's employees and agents.

4.1.P. The rights and privileges granted to Airline pursuant to this Article IV may be exercised on behalf of Airline by other Signatory Airlines or contractors authorized by Authority to provide such services at the Airport, subject to the prior written approval of Authority and further subject to all laws, rules, regulations and fees and charges as may be applicable to the activities undertaken.

4.1.Q. Airline may, on behalf of any other Air Transportation Company or any Code Share Airline, exercise any of the rights granted Airline herein, so long as Airline is concurrently exercising those same rights in the operation of Airline's own Air Transportation System at the Airport. This right is subject to other provisions of this Agreement with respect to Authority rules and regulations.

Section 4.2 - Exclusions and Reservations

4.2.A. Authority reserves the right to install or cause to be installed advertising and revenue generating devices, including vending machines, in Joint Use Premises; provided, however, that such installation shall not unreasonably interfere with Airline's operations authorized hereunder or substantially diminish the square footage contained in Airline Premises. Authority further reserves the right to install pay telephones in any part of Terminal. Authority shall be entitled to all income generated by such telephones and devices and to reasonable access upon Airline Premises to install or service such telephones and devices; provided, however, Authority shall coordinate with Airline as to the location of such devices and consent of Airlines shall not be unreasonably withheld.

4.2.B. Director may prohibit the use of the Landing Area by any aircraft operated or controlled by Airline which exceeds the design strength or capability of the Landing Area as described in the current Federal Aviation Administration approved Airport Layout Plan or other engineering evaluations performed subsequent to the then current Airport Layout Plan.

4.2.C. Airline shall use its best efforts to promptly remove any of its disabled aircraft from runways, taxiways, aprons and Aircraft Parking Apron (the latter only if needed by Authority for operational purposes in accordance with Article XVI) and shall place any such disabled aircraft only in such storage areas as may be designated by Authority and may store such disabled aircraft only upon such terms and conditions as may be established by Authority. In the event Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, Authority may, but shall not be obligated to, cause the removal of such disabled aircraft at Airline's cost.

4.2.D. Airline shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of the drainage, sewerage, water, communications, or fire protection systems or any other part of the utility, electrical, or other systems installed or located from time to time at Airport.

4.2.E. Airline shall not, within its reasonable control, do or permit to be done anything either by act or failure to act that shall cause the cancellation or violate the provisions of any policy of insurance for Airport, or any part thereof, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If Airline shall do or permit to be done anything either by act or failure to act that shall cause an increase in the premiums for insurance for Airport, or any part thereof, then Airline shall immediately upon demand by Director pay the amount of such increase. If such Airline act or failure to act shall cause cancellation of any policy, then Airline shall immediately upon notification by Director take such action as is necessary to cause reinstatement of said insurance.

4.2.F. The rights and privileges granted to Airline under this Article to contract with third parties for obtaining services and materials are subject to restrictive agreements, franchises, licenses, and other rights previously granted by Authority to fixed base operators, ground transportation carriers and other providers of services and materials. Copies of such agreements are available for inspection by Airline at the office of the Director.

4.2.G. Except as provided in Section 4.1.O. herein or as may subsequently be provided in a separate agreement, Airline shall not maintain or operate in the Terminal or elsewhere at Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling food and beverages to the public or to its employees and passengers, nor shall Airline in any manner otherwise provide for the sale of food and beverages at Airport; provided, however, that nothing in this Paragraph 4.2.G. shall prohibit Airline from providing customary in-flight catering services to its passengers and flight crews for consumption aloft. Airline may by separate agreement containing terms and conditions determined satisfactory by Director engage in the sale of food or beverage at any "V.I.P. room" or similar private club at the Airport, provided however, that Airline shall then pay a concession fee to Authority in addition to the rental charge for the space occupied by such club.

4.2.H. Authority reserves the right to establish rules and regulations governing access of the general public, including Airline's passengers, to public areas in the Terminal; provided, however, any such rules and regulations shall not unreasonably interfere with the operation of Airline's Air Transportation System, or alter the access rights provided for elsewhere in this Agreement.

4.2.I. The Authority and the Signatory Airlines agree to consult with each other and mutually agree at what location(s) passenger screening required by FAR Part 108, shall occur in the Terminal, and such screening must occur in these designated location(s). Such screening location(s) must be maintained by Airline, by itself or in conjunction with other Signatory Airlines, or a designee, in a clean and sightly manner, and the general décor and signage shall be in keeping with the overall quality of other Terminal public areas. Passenger screening shall be conducted in a professional-like manner, and the Signatory Airlines, or their designee, if any, shall not restrict access to areas beyond the screening location(s) without the prior written permission of the Director.

4.2.J. The rights granted by this Agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of Airport.

4.2.K. Any and all rights and privileges not granted to Airline in this Agreement are hereby reserved for and to Authority.

Section 4.3 – Curbside Check-In

Airline, either alone or in conjunction with other Scheduled Air Carriers or through a nominee, may provide curbside check-in. Authority will consider a vendor arrangement, in the event one or more Signatory Airlines execute a written agreement to pay for the cost of facilities and services related to curbside check-in.

ARTICLE V MAINTENANCE AND OPERATION OF AIRPORT

Section 5.1 - General

5.1.A. Authority agrees that it (i) will with reasonable diligence prudently develop, improve, and at all times reasonably maintain and operate Airport with adequate qualified personnel and keep Airport in reasonably good repair including, without limitation, the Terminal (except as set forth in Paragraphs 5.1.B. and 5.1.C.), Landing Area, Ramp Area, and all appurtenances, facilities and services now or hereafter connected therewith as the same relate to Airline's Air Transportation System; (ii) will use its best efforts to keep Airport and its aerial approaches free from obstruction and interference for the safe and proper use thereof by Airline; and (iii) will develop, maintain and operate Airport in all respects in a manner at least equal to comparable United States airports of substantially similar size, use and activity except for conditions beyond the control of Authority. Notwithstanding the above, Authority shall not be responsible for snow and debris removal within the building safety line in the Terminal area. Authority shall not be liable to Airline for temporary failure to furnish all or any of such services to be provided by Authority, whether due to mechanical breakdown or for any other causes beyond the reasonable control of Authority.

5.1.B. Airline will at all times maintain in a neat, orderly, sanitary, and presentable condition, and will provide custodial services in designated areas of Airline Exclusive Use Premises and in accordance with the maintenance and operation responsibilities provided for herein. Airline shall cause to be removed from such spaces designated herein, at Airline's own expense, all waste, garbage and rubbish and agrees not to deposit same on any part of Airport, except that Airline may deposit same temporarily in its Exclusive Use Premises or in space designated by Authority in connection with collection for removal. Should Airline refuse or neglect to maintain designated areas as herein provided, Authority, upon notice to Airline providing a reasonable amount of time for Airline to remedy such problem, shall have the right to perform such maintenance on behalf of and for Airline. Any costs for such maintenance shall be paid for by Airline no later than twenty (20) days following demand by Director for such payment at Authority's costs plus twenty (20) percent.

5.1.C. Responsibilities for maintenance, cleaning and operation of facilities shall be as set forth on Exhibit "D".

ARTICLE VI RENTALS, FEES, AND CHARGES

Airline shall pay Authority rentals for use of Airline Premises, and fees and charges for the other rights, licenses, and privileges granted hereunder during the term of this Agreement, and shall file periodic reports as specified herein.

Section 6.1 - Landing Fee Charges

6.1.A. Airline shall pay to Authority within twenty (20) days following the end of each calendar month, without demand or invoicing, landing fee charges for Revenue Landings for the preceding month at the rate and in the amount calculated in accordance with Exhibit "G".

6.1.B. Airline shall include with its payment for landing fee charges a copy of its applicable Monthly Landed Weight/Fee Report (Exhibit "F"), showing the basis for its landing fee charges.

6.1.C. Airline shall pay to Authority within (20) days following the end of each calendar month, without demand or invoicing, landing fees charged for Revenue Landings for the proceeding month for all non-signatory commercial operators handled by the Airline, calculated in accordance with Authority's Schedule of Fees and Charges.

6.1.D. Airline shall include with payment for non-signatory commercial operators a copy of the applicable Monthly Landed Weight/Fee Report (Exhibit "F"), showing the basis for the landing fee charges.

Section 6.2 - Rentals for Exclusive Use Premises, and Joint Use Premises

6.2.A. Airline shall pay to Authority in advance, on the first day of each month, without demand or invoicing rentals for Airline's Exclusive Use Premises at the rates and in the amounts calculated in accordance with Exhibit "G".

6.2.B. Airline's proportionate share of rentals for each category and area of Joint Use Premises shall be paid by Airline to Authority no later than twenty (20) days following receipt by Airline of billing therefore and shall be calculated in accordance with the following formula:

6.2.B.(1) The total number of square feet of each category and area of Joint Use Premises shall be multiplied by the appropriate annual square footage rate calculated in accordance with Exhibit "G" for such category of space. Twenty (20) percent of the total amount calculated for each category and area shall be divided equally among all Scheduled Air Carriers using said category and area of Joint Use Premises.

6.2.B.(2) Eighty (80) percent of the total amount calculated for each category and area shall be prorated among Scheduled Air Carriers using said category and area of premises based on the ratio of each such Scheduled Air Carrier's Enplaned Passengers using said category and area during the calendar month. For purposes of this calculation, each

Scheduled Air Carrier's Enplaned Passengers total shall include, in addition to the Enplaned Passengers served by such Scheduled Air Carrier, the number of Enplaned Passengers handled by said Scheduled Air Carrier for other aircraft operators not having an agreement with Authority that provides for the direct payment to Authority of appropriate charges for use of Joint Use Premises.

6.2.C. Authority shall estimate the number of Enplaned Passengers in accordance with Paragraph 6.7.D. for any Scheduled Air Carrier which fails to report its Enplaned Passenger data for these calculations. Authority shall also make appropriate adjustments in the event a Scheduled Air Carrier ceases to be a user of a particular category and area of Joint Use Premises.

Section 6.3 - Rentals for Preferential Use Premises

Airline shall pay to Authority in advance, on the first day of each month, without demand or invoicing, rentals for Preferential Use Premises, calculated in accordance with Exhibit "G".

Section 6.4 - Other Charges

Other charges payable by Airline, which shall be paid by Airline to Authority within twenty (20) days following receipt by Airline of billing therefore, in addition to those specified elsewhere in this Agreement, shall be as follows:

6.4.A. Employee Parking Charges. Should Airline elect to furnish free parking for its employees, Airline shall pay to Authority, or its designee, in advance on the first day of each month, or such other time as may be mutually agreed upon between Airline and Authority or its designee, without demand or invoicing, charges as are reasonably established by Authority for the use of employee parking areas designated in Section 3.2, with such charges to be related to the number of employees actually using employee parking areas.

6.4.B. Fuel Facility Charges. In the event Airline purchases or otherwise obtains fuels or lubricants pumped or processed through facilities, equipment, or appurtenances owned or operated by Authority or its designee, including the tank farm owned by Authority, then in such event Airline shall pay charges as determined by Authority or its designee for such facilities, equipment, appurtenances or services. Such charges shall be based upon Authority's actual costs associated with such facilities, equipment, appurtenances, or services, including the tank farm.

6.4.C. Miscellaneous. Charges for items or activities such as badges, extraordinary electrical usage and ramp permit fees shall be assessed by Authority and paid by Airline. To the extent practical, the Authority shall directly meter electrical usage.

Section 6.5 - Partial Month Charges

In the event the beginning or termination date with respect to any of the premises and facilities leased hereunder falls on any date other than the first and last days, respectively, of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days actually occupied during that month.

Section 6.6 - Late Payments

In the event Airline fails to make payment within twenty (20) days of the dates due as set forth in this Article VI, then Airline shall pay to Authority a monthly service charge from the date each payment was originally due equal to twelve (12%) percent per annum on any such overdue amount, and if Airline fails to make payment within ten (10) days after written notice from Authority to Airline that such payments are late. Airline shall also pay reasonable administrative costs and attorneys' fees incurred by Authority in attempting to obtain payment if Airline fails to make payment within thirty (30) days after written notice referenced above.

Section 6.7 - Information to be Supplied by Airline

6.7.A. Not later than five (5) working days after the end of each month, Airline shall file with Authority a written report on forms provided by Authority (Exhibit "E") for activity conducted by Airline during said month.

6.7.B. Not later than five (5) working days after the end of each month, separate reports shall be filed by Airline with Authority for any aircraft flights, scheduled or nonscheduled, handled by Airline for other aircraft operators not having an agreement with Authority that provides for the handled aircraft operator to submit its own reports to Authority.

6.7.C. Upon Authority's receipt of activity data submitted by all Scheduled Air Carriers for the preceding month, Authority shall submit to Airline a composite statistical report for the preceding month. Said statistical report shall be used by Authority in calculating rentals for Joint Use Premises, and other rentals, fees and charges based upon such activity data.

6.7.D. In the event Airline fails to submit the reports required by this Section 6.7 for the then current month by the tenth (10th) day of the succeeding month, and after Authority has given Airline notice of Airline's failure to do so, Authority shall base its current rentals, fees and charges upon the most recent data transmitted by Airline to Authority, with such charges to be adjusted as necessary on the next succeeding payment date. If statistical data to be submitted by Airline continues to be unavailable in the next succeeding month, Authority shall develop estimates as to Airline's monthly activity for use in the calculation of Airline's rentals, fees and charges.

6.7.E. Airline shall at all times maintain and keep books, ledgers, accounts or other records at the Airport or at its headquarters offices reflecting the traffic statistics to be reported hereunder. Such books, ledgers, accounts and records shall be available for examination by Authority or its duly authorized representative during all reasonable business hours. If such books, ledgers, accounts or other records are not maintained at the Airport, Airline shall promptly furnish the Authority or its duly authorized representative with all information reasonably requested.

6.7.F. The acceptance by Authority of any Airline payment shall not preclude Authority from verifying the accuracy of Airline's reports on which Airline's rentals, fees and charges are based, and shall not be construed as a waiver of interest penalty due, if any.

Section 6.8 - Security for Payment

6.8.A. To provide security for the rentals, fees and charges due hereunder, Airline shall comply with either of the following two options within fourteen (14) days following the execution of this Agreement.

6.8.A.(1) Post with the Authority a surety bond, to be maintained throughout the term hereof. Such bond shall be issued by a sound indemnity company and shall be in a form and content satisfactory to Authority.

6.8.A.(2) Deliver to Authority an irrevocable letter of credit drawn in favor of Authority upon a bank satisfactory to Authority. Said irrevocable letter of credit shall be kept in force throughout the term of this Agreement and shall contain terms and conditions satisfactory to Authority.

6.8.B. For purposes of this Section 6.8, any surety bond posted by Airline, or irrevocable letter of credit provided by Airline, shall be conditioned on the satisfactory performance of all terms, conditions and covenants contained herein with respect to rentals, fees and charges during the term hereof.

6.8.C. The security for payments shall be in an amount equal to two months' rentals for Exclusive Use Premises and Preferential Use Premises, plus estimated landing fees for the same period, all as reasonably estimated by the Director.

ARTICLE VII

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section 7.1. – General

7.1.A. Rates for rentals, fees and charges shall be reviewed annually and may be adjusted in conformance with Exhibit "G" effective upon the first day of each new Fiscal Year, and at any time that unaudited monthly Airport financial data indicates that total rentals, fees and charges payable pursuant to the then current rate schedules are estimated and anticipated by Authority to vary by more than ten (10) percent from the total rentals, fees and charges that would be payable based upon the use of actual financial data to date for that Fiscal Year; provided, however, that Authority shall meet with Signatory Airlines prior to the making of any interim adjustments, to explain the reasons therefor, and what efforts the Authority has made, if any, to avoid the necessity of making such interim adjustments.

7.1.B. As soon as audited financial data for a Fiscal Year are available, rates for rentals, fees and charges for that preceding Fiscal Year shall be recalculated using audited financial data and the methods set forth in Exhibit "G". Except as set forth in Paragraph 7.1.E., any difference(s) between the actual rentals, fees and charges paid by Signatory Airlines during the preceding Fiscal Year, and the rentals, fees and charges that would have been paid by Signatory Airlines using said recalculated rates, shall be applied by Authority as direct credits against (or recovered through additional charges to) invoices over the remaining months of the current Fiscal Year.

7.1.C. Adjustments to rentals, fees and charges pursuant to this Article VII shall apply without the necessity of formal amendment of this Agreement. In accordance with Section 7.2 herein, a statement showing the calculation of the new rates for rentals, fees and charges as shown on Exhibit "G" shall be prepared by Authority and transmitted to Airline. Said statement shall then be deemed part of this Agreement.

7.1.D. If adjustment of rentals, fees and charges is not completed by Authority on or prior to the end of any Fiscal Year, the rentals, fees and charges then in existence shall continue to be paid by Airline until adjustment is concluded. At the time such adjustment is concluded, and except as set forth in Paragraph 7.1.E., appropriate payments by Airline (credits to Airline) shall be made to adjust rentals, fees and charges paid to date in said Fiscal Year to the amounts that would have been paid had the new rates been effective at the beginning of said Fiscal Year.

7.1.E. Notwithstanding the provisions of Paragraphs 7.1.B., and 7.1.D. with respect to any credits that may become due to Airline, Authority shall have the right to first apply any such credits against any amounts then due to Authority from Airline, whether disputed or otherwise.

Section 7.2 - Method of Adjustment

7.2.A. On or about September 1 of each Fiscal Year, Airline shall provide to Authority an estimate of its landed weight for the ensuing Fiscal Year. Authority shall then, on or about September 15 of each Fiscal Year (or approximately one hundred five (105) days prior to the end of the then current Fiscal Year), notify Airline of the schedule of rates for rentals, fees and charges

proposed for the ensuing Fiscal Year. Said rates shall be determined and presented to Airline substantially in conformance with the methods and format described in Exhibit "G".

7.2.B. If requested by a majority in number of Signatory Airlines, Director shall, within forty-five (45) days after the forwarding of the proposed schedule of rates for rentals, fees and charges, meet collectively with the Signatory Airlines at a mutually convenient time and place for the purpose of discussing said rates for rentals, fees and charges. In advance of said meeting, Authority agrees to make available to Signatory Airlines any reasonably requested additional information relating to the determination of the proposed rates. Authority agrees to fully consider the comments and recommendations of Signatory Airlines prior to finalizing its schedule of rates for rentals, fees and charges for the ensuing period.

7.2.C. Following said meeting, and prior to the end of the then current Fiscal Year, Authority shall notify Airline of the rates to be established for the ensuing period.

Section 7.3 - Annual Operating Budget

7.3.A. On or about September 1 of each Fiscal Year, Authority staff shall provide Airline a copy of its proposed operating budget for the ensuing Fiscal Year.

7.3.B. Director agrees to discuss said proposed budget, at the request of a majority in number of the Signatory Airlines or at the request of the Chairperson of the Airport Airline Affairs Committee, at the rates and charges meeting required pursuant to Paragraph 7.2.B. In advance of said meeting, Authority agrees to make available to Signatory Airlines any reasonably requested additional information relating to the proposed operating budget. Authority agrees to fully consider the comments and recommendations of Signatory Airlines prior to finalizing its operating budget.

7.3.C. Following said meeting and the adoption by the Authority of the operating budget for the ensuing Fiscal Year and upon Airline's request, Authority shall provide Airline a copy of the adopted operating budget.

Section 7.4 - Authority Covenants

7.4.A. Authority covenants that for purposes of keeping its books of account and allocating revenues and expenses, it will observe sound business principles for effective and prudent control of operation, maintenance and administration expenses.

7.4.B. Authority shall operate Airport in a manner so as to produce revenues from concessionaires, tenants and other users of Airport in amounts which would be produced by a reasonably prudent operator of an airport of substantially similar size, use and activity, with due regard for the interests of the public.

7.4.C. Authority shall not include the cost of any service provided by any governmental agency other than Authority as an expense in the calculation of rentals, fees and charges payable by Airline unless a direct charge is paid by Authority to the governmental agency providing such service.

7.4.D. Authority, in determining rates for rentals, fees and charges for Air Transportation Companies not signatory to an agreement substantially similar to this Agreement, shall take into account the differing extent of the obligations of Signatory Airlines and such other Air Transportation Companies.

7.4.E. Authority shall exclude amortization or depreciation charges on improvements to the extent the costs of such improvements are funded by public grants.

7.4.F. Authority shall apply all rentals, fees and charges, concession revenues and any other amounts collected solely to defray the costs of operating and expanding the Airport system, except as may otherwise be required by law.

ARTICLE VIII NO ADDITIONAL CHARGES

Section 8.1 - No Other Charges

Except as provided in this Agreement, the rentals, fees and charges payable by Airline to Authority hereunder shall not be increased by Authority without the consent of Airline. Authority shall not, without the consent of Airline, add any new rent, fee or charge payable by Airline to Authority for any of the privileges granted to Airline or space leased by Airline hereunder; provided, however, nothing herein contained shall prevent Authority from charging rent or levying fees or charges in a manner consistent with the terms of this Agreement for any additional space furnished to and accepted by Airline, or for any additional service provided or privileges granted to and accepted by Airline, if said space furnished, service provided or privilege granted is not a part of the space leased, services provided or privileges specified herein. Authority shall not be prevented from charging in a manner consistent with the terms of this Agreement for any space or service which Authority is required to furnish Airline under any federal, state or local law, ordinance, or regulation, if said space or service is not a part of the space leased or services provided herein. Notwithstanding the above, should Airline engage in any activity not specifically provided for herein for which fees are paid to Authority by others conducting similar activities, then Authority reserves the right to charge Airline comparable fees unless otherwise provided for herein.

Section 8.2 - Passenger Facility Charges

Airport shall have the right, pursuant to FAR Part 158, to collect and expend passenger facility charges (PFCs).

ARTICLE IX AIRPORT IMPROVEMENTS

Section 9.1 - General

The parties hereto recognize that capital expenditures to preserve, protect, enhance, expand, or otherwise improve Airport or any part thereof, may be required during the term of this Agreement. Any such capital expenditures shall be subject to the provisions of this Article IX.

Section 9.2 - Improvements and Development by Authority

9.2.A. Authority shall consult with the Signatory Airlines at least annually prior to the beginning of a Fiscal Year and thereafter during the Fiscal Year, as may be appropriate, regarding Authority's capital improvement plans. Authority shall give appropriate consideration to the comments and suggestions of the Signatory Airlines with respect to such proposed capital improvements.

9.2.B. On or before October 15 of each Fiscal Year, and at other times prior to the Authority undertaking capital improvements, Authority shall provide a report to the Signatory Airlines regarding its capital improvement plans. The report shall include (i) a description of each proposed capital improvement, together with any available cost estimates and any available preliminary drawings, (ii) the proposed means and terms of any required financing and the resultant annual debt service, if any, and (iii) the estimated impact of the proposed capital improvements on Signatory Airline rentals, fees, and charges.

9.2.C. If requested by three (3) or more of the Signatory Airlines, Director shall schedule, within a reasonable time, but no sooner than fifteen (15) days and no later than thirty (30) days after distribution of the report, a meeting with the Signatory Airlines to discuss the proposed capital improvements. Authority shall consider Signatory Airline comments prior to finalizing its capital improvement plans, but in any event, Authority shall have the right to proceed as it, in its sole discretion, believes appropriate.

Section 9.3 - Alterations and Improvements by Airline

9.3.A. Whenever consistent with this Agreement, Airline shall have the right to construct and install, at its sole expense, improvements in its Airline Premises as Airline deems to be necessary for its operations; provided, however, that the plans and specifications, location, and construction schedule for such improvements shall be approved by Director in writing prior to the commencement of any and all such construction or installation. Additionally, prior to the commencement of any such improvements, Airline shall obtain insurance and/or other protection of such types and in such amounts as reasonably deemed necessary by Director and shall submit evidence that such insurance has been obtained to Director. Any work associated with such construction or installation shall not interfere with the operation of the Terminal or Ramp Area. Airline shall deliver to Director reproducible "as built", in electronic form, of Airline improvements and additions no later than thirty (30) days following the substantial completion of any such improvements and additions.

9.3.B. Any construction or installation shall be at the sole risk of Airline and shall be in accordance with all applicable state and local codes and laws and subject to inspection by Director.

9.3.C. All improvements made to Airline Premises and additions and alterations thereto made by Airline shall immediately become the property of Authority; provided, however, that any trade fixtures, signs and other personal property of Airline not permanently affixed to Airline Premises shall remain the property of Airline unless otherwise specified according to the provisions of Article XIV.

9.3.D. Airline shall require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance, on a Builder's Risk form with the interest of Authority endorsed thereon, in such amounts and in such manner as Director may reasonably require. Director may require additional insurance for any alterations or improvements approved hereunder, in such limits as Director reasonably determines to be necessary.

9.3.E. Any removal by Airline of property installed by Airline under the terms of this Agreement shall be accomplished pursuant to Article XIV and shall require the written consent of Director prior to such removal, which shall not be unreasonably withheld.

ARTICLE X DAMAGE OR DESTRUCTION

Section 10.1 - Partial Damage

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render Airline Premises untenable as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. There shall be no rental abatement whatsoever.

Section 10.2 - Substantial Damage

If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be so extensively damaged by fire or other casualty, as to render any portion of said Airline Premises untenable but capable of being repaired, as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. In such case, the rentals payable hereunder with respect to Airline's affected Airline Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenable bears to total Airline Premises until such time as such affected Airline Premises shall be restored adequately for Airline's use. Authority shall use its best efforts to provide Airline with suitable alternate facilities to continue its operation while repairs are being completed, at a rental rate not to exceed that provided in this Agreement for comparable space.

Section 10.3 - Damage Not Repairable

10.3.A. If any part of Airline Premises, or adjacent facilities directly and substantially affecting the use of Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Airline Premises incapable of being repaired as reasonably determined by Authority, Authority shall notify Airline within a period of ninety (90) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, Authority shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Airline Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Airline.

10.3.B. In the event Authority elects to reconstruct or replace affected Airline Premises, Authority shall use its best efforts to provide Airline with suitable alternate facilities to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space; provided, however, if such damaged space shall not have been replaced or reconstructed, or Authority is not diligently pursuing such replacement or reconstruction, within six (6) months after the date of such damage or destruction, Airline shall have the right, upon giving Authority thirty (30) days advance written notice, to

cancel that portion of this Agreement relating to the affected Airline Premises, but the Agreement shall remain in effect with respect to the remainder of said Airline Premises.

10.3.C. In the event Authority elects to not reconstruct or replace affected Airline Premises, Authority shall meet and consult with Airline on ways and means to permanently provide Airline with adequate replacement space for affected Airline Premises; provided, however, Airline shall have the right, upon giving Authority thirty (30) days advance written notice, to cancel that portion of this Agreement relating to the affected Airline Premises, but the Agreement shall remain in full force and effect with respect to the remainder of said Airline Premises.

Section 10.4 – General

10.4.A. Notwithstanding the provisions of this Article X, in the event that due to the negligence or willful act or omission of Airline, its employees acting within the course or scope of their employment, its agents, licensees, or those under its control, Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the restoration or replacement of said Airline Premises and Airline shall have no option to cancel this Agreement under the provisions of this Article X. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to Authority by reason of such damage or destruction, Airline shall pay the amount of such additional costs to Authority.

10.4.B. Authority shall maintain levels of insurance reasonably required as determined by Authority; provided, however, that Authority's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article X shall in any event be limited to restoring affected Airline Premises to substantially the same condition that existed prior to any such damage and shall further be limited to the extent of insurance proceeds available to Authority for such repair, reconstruction, or replacement; provided further that Authority shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, signs, or other items owned by Airline in accordance with this Agreement.

ARTICLE XI INDEMNIFICATION AND INSURANCE

Section 11.1 – Indemnification

11.1.A. Airline agrees to indemnify, save, hold harmless, and defend Authority, its Council persons, its officials, agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of Airline, its agents, employees, licensees, successors and assigns, or those under its control; in, on or about Airline Premises or upon Airport Premises; or in connection with its use and occupancy of Airline Premises or use of Airport; provided, however, that Airline shall not be liable for any injury, damage, or loss occasioned by the negligence or willful misconduct of Authority, its agents or employees. When acknowledgment of any action becomes known by the Airline or Authority, they shall give prompt written notice to the other party.

11.1.B. Airline shall indemnify, save, hold harmless, and defend Authority, its Council persons, its officials, agents and employees, its successors and assigns, individually or collectively, from and against all liability for any claims and actions and all expenses incidental to the investigation and defense thereof, in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, or regulations, by Airline, its agents, employees, licensees, successors and assigns, or those under its control.

11.1.C To the fullest extent permitted by law, Airline shall indemnify, save, hold harmless, and defend Authority, its Council persons, its officials, agents, and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the reasonable cost and expenses (including, but not limited to, reasonable attorney's fees, disbursements, court costs, and expert fees; unless defended by Airline) of any environmental claim arising out of or resulting from Airline's use and occupancy of Airline Premises or use of the Airport, including, but not limited to any claim for (i) discharge of pollutants, hazardous materials, hazardous substances or solid waste, hazardous wastes or toxic materials at or on the Airport, including the air, surface water, ground water, or soil from any source, including underground storage tanks, (ii) generation, handling, treatment, storage, disposal, or transportation of solid, gaseous, or liquid waste at the Airport or at any other site, facility or location, (iii) electromagnetic or other radiation or noise, (iv) exposure of any person to any hazardous material, (v) manufacture, processing, distribution, use, or storage of any hazardous material, (vi) the release or threatened release of any contamination or hazardous material to, from or through the Airport, or (vii) any of the foregoing, related to, caused by or arising from Airline's Airport-related activities, but with respect to non-Airport property, including the air, surface water, ground water, or soil. Notwithstanding the above, Airline shall not be liable for any environmental claim solely and directly attributable to a pre-existing condition on any Airport Area not caused or previously occupied by Airline or any corporate predecessor to Airline at any prior time. Airline shall not be liable for any environmental claim arising out of or resulting from the Authority's conduct.

11.1.D The provisions of this Section 11.1 shall survive the expiration or termination of this Agreement, with respect to occurrences during the term of this Agreement.

Section 11.2 – Insurance

11.2.A. Without limiting Airline's obligation to indemnify Authority, as provided for in Section 11.1, Airline shall procure and maintain in force at all times during the term of this Agreement an occurrence form, comprehensive airport premises liability and aviation insurance to protect against personal injury and bodily injury liability and property damage liability. The limits for Signatory Airlines operating aircraft larger than sixty (60) seats shall be in an aggregate amount of not less than \$100,000,000 per occurrence, combined single limit; provided, however, coverage for non-passengers shall be not less than an aggregate amount of \$25,000,000 per occurrence. The limits for Signatory Airlines operating aircraft with sixty (60) seats or less shall be in an aggregate amount of not less than \$50,000,000 per occurrence, combined single limit. In addition, Airline shall procure and maintain in force during the Term of this Agreement, liability insurance applicable to the ownership, maintenance, use, or operation of any automobile, mobile equipment or other ground vehicle at the Airport (including owned, non-owned, or hired) in an amount not less than \$5,000,000 per occurrence; statutory Workers' Compensation insurance; and other policies of insurance reasonably required by Authority.

11.2.B. The aforesaid insurance amounts and types of insurance shall be reviewed from time to time by Authority and may be adjusted by Authority if Authority reasonably determines such adjustments are necessary to protect Authority's interests. Airline shall furnish Authority no later than thirty (30) days following the execution of this Agreement a certificate or certificates of insurance as evidence that such insurance is in force. Authority reserves the right to require a certified copy of such certificates upon request. Airline shall name Authority as an additional insured on such insurance policy or policies to the extent of contractual liability assumed by Airline under Section 11.1 herein. Said policies shall be in a form and content satisfactory to Authority and shall provide for thirty (30) days written notice to Authority prior to the cancellation of or any material change in such policies.

Section 11.3 - Subrogation of Insurance

11.3.A. Authority hereby waives any and all rights of recovery against Airline for or arising out of damage or destruction of the building, or the demised premises, or any other property of Authority, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Airline, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

11.3.B. Airline hereby waives any and all rights of recovery against Authority for or arising out of damage to or destruction of any property of Airline from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Authority, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

ARTICLE XII

CANCELLATION BY AUTHORITY: EVENTS OF DEFAULT BY AIRLINE

Section 12.1 - Events of Default by Airline

12.1.A. Upon the occurrence of any one of the following events of default, Authority may issue a written notice of default after providing Airline the cure period noted:

12.1.A.(1) The conduct of any business or performance of any acts at Airport not specifically authorized herein or by other agreements between Authority and Airline, and said business or acts do not cease within thirty (30) days of receipt of Authority's written notice to cease said business or acts.

12.1.A.(2) The failure to cure a default in the performance of any of the terms, covenants and conditions required herein (except Contract Security requirements, insurance requirements, and payment of rentals, fees, and charges) within thirty (30) days of receipt of written notice by Authority.

12.1.A.(3) If by reason of the nature of such default referred to in Paragraph (2) above, the same cannot be remedied within thirty (30) days following receipt by Airline of written demand from Authority, and Airline fails to commence the remedying of such default, or having so commenced, shall fail thereafter to continue with diligence the curing thereof; provided, however, Airline's required performance under this Paragraph (3) shall be conditioned by the Force Majeure provisions of Section 18.16. Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.

12.1.B. Upon the occurrence of any one of the following events of default, Authority may immediately issue written notice of default:

12.1.B.(1) The failure by Airline to pay any part of the rentals, fees, and charges due hereunder and the continued failure to pay said amounts in full within ten (10) days of the date of Authority's written notice of payments past due. Provided, however, if a dispute arises between Authority and Airline with respect to any obligation or alleged obligation of Airline to make payments to Authority, payments under protest by Airline of the amount due shall not waive any of Airline's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then Authority shall promptly reimburse Airline any amount determined as not due. Further, throughout the duration of any appeal or contest of any fees or charges by Airline, Airline will not be held in default under the provisions outlined herein. Authority shall use due diligence in attempting to collect any past due rentals, fees, and charges from any Scheduled Air Carrier providing air service at the Airport, including Airline.

12.1.B.(2) The failure by Airline to provide and keep in force Contract Security in accordance with Section 6.8.

12.1.B.(3) The failure by Airline to provide and keep in force insurance coverage in accordance with Section 11.2.

12.1.B.(4) The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

12.1.B.(5) The divestiture of Airline's estate herein by operation of law, by dissolution, or by liquidation.

12.1.B.(6) The insolvency of Airline; or if Airline shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof.

12.1.B.(7) The voluntary discontinuance for a period of at least thirty (30) consecutive days by Airline of its operations at the Airport unless otherwise approved by Authority, in advance, in writing.

Section 12.2 - Continuing Responsibilities of Airline

Notwithstanding the occurrence of any event of default, Airline shall remain liable to Authority for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Airline shall remain liable for and promptly pay all rentals, fees, and charges accruing hereunder until the expiration of this Agreement as set forth in Article II or until this Agreement is cancelled by Airline pursuant to Article XIII.

Section 12.3 - Remedies of Authority for Airline's Default

Upon the occurrence of any event enumerated in Paragraphs 12.1.A. or 12.1.B., the following remedies shall be available to Authority:

12.3.A Authority may cancel this Agreement, effective upon the date specified in the notice of cancellation. For events enumerated in Paragraph 12.1.A., such date shall be not less than thirty (30) days from said notice. Upon such date, Airline shall have no further rights hereunder and Authority shall have the right to take immediate possession of Airline's Airline Premises.

12.3.B Authority may reenter the Airline Premises and may remove all Airline persons and property from same upon the date of reentry specified in Authority's written notice of reentry to Airline. For events enumerated in Paragraph 12.1.A., reentry shall not be less than thirty (30) days of the date of notice of reentry. Upon any removal of Airline property by Authority hereunder, Airline property may be stored at a public warehouse or elsewhere at Airline's sole cost and expense.

12.3.C Authority may relet Airline Premises and any improvements thereon or any part thereof at such rentals, fees, and charges and upon such other terms and conditions as Authority, in its reasonable judgment, may deem advisable, with the right to make alterations, repairs or improvements on said Airline Premises. In reletting the Airline Premises, Authority shall be obligated to make a good faith effort to obtain terms no less favorable to Authority than those contained herein and otherwise seek to mitigate any damages it may suffer as a result of Airline's default.

12.3.D In the event that Authority relets Airline Premises, rentals, fees, and charges received by Authority from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from Airline to Authority; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by Authority and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges payable during applicable periods by Airline hereunder, then Airline shall pay such deficiency to Authority. Airline shall also pay to Authority, as soon as ascertained, any costs and expenses incurred by Authority in such reletting not covered by the rentals, fees, and charges received from such reletting.

12.3.E No reentry or reletting of Airline Premises by Authority shall be construed as an election on Authority's part to cancel this Agreement unless a written notice of cancellation is given to Airline.

12.3.F Airline shall pay to Authority all other costs incurred by Authority in the exercise of any remedy in this Article XII, including, but not limited to, reasonable attorney's fees, disbursements, court costs, and expert fees.

12.3.G Authority may exercise any other legal or equitable remedy, including but not limited to the remedies hereinafter specified.

Section 12.4 - Remedies Under Federal Bankruptcy Laws

Notwithstanding the foregoing, upon the filing by or against Airline of any proceeding under Federal bankruptcy laws, if Airline has defaulted in the performance of any provision of this Agreement within the six (6) months preceding such filing, Authority shall have the right to cancel this Agreement, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, or any successor statute, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to Airline within sixty (60) days from the date of Airline's initial filing in bankruptcy court.

ARTICLE XIII
CANCELLATION BY AIRLINE: EVENTS OF DEFAULT BY AUTHORITY

Section 13.1. - Events of Default by Authority

Each of the following events shall constitute an "Event of Default by Authority":

13.1.A. Authority fails after receipt of written notice from Airline to keep, perform or observe any term, covenant or condition herein contained to be kept, performed, or observed by Authority and such failure continues for thirty (30) days, or if by its nature such Event of Default by Authority cannot be cured within such thirty (30) day period, Authority fails to commence to cure or remove such Event of Default by Authority within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.

13.1.B. Authority closes Airport to flights in general or to the flights of Airline, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen Airport to such flights within sixty (60) days of such closure.

13.1.C. The Airport is permanently closed as an air carrier airport by act of any federal, state or local government agency having competent jurisdiction.

13.1.D. Airline is unable to use Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of Airport or any part thereof for Airport purposes, and such injunction remains in force for a period of at least sixty (60) days.

13.1.E. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of Airport and its facilities in such a manner as to substantially restrict Airline from conducting its operations, and such restriction shall continue for a period of at least sixty (60) days.

Section 13.2 - Remedies of Airline for Authority's Defaults

Upon the occurrence of an Event of Default by Authority and after appropriate notice by Airline to Authority, Airline shall have the right to terminate this Agreement and all rentals, fees and charges payable by Airline under this Agreement shall terminate. In the event that Airline's operations at Airport should be restricted substantially by action of any governmental agency having jurisdiction thereof, then Airline shall, in addition to the rights of termination herein granted, have the right to a suspension of this Agreement, or part thereof, and abatement of an equitable proportion of the payments due hereunder, from the time of giving written notice of such election until such restrictions shall have been remedied and normal operations restored.

ARTICLE XIV SURRENDER OF AIRLINE PREMISES

Section 14.1 - Surrender and Delivery

Promptly upon the termination of this Agreement, by lapse of time, or otherwise, Airline shall at once peaceably surrender and deliver to Authority Airline Premises and all improvements thereon to which Authority is entitled hereunder.

Section 14.2 - Removal of Property

14.2.A. Airline shall have the right at any time during the term of this Agreement to remove from Airport its aircraft, tools, loading bridges, equipment, trade fixtures, and other personal property, title to which shall remain in Airline unless otherwise set forth in this Agreement, and shall remove such aircraft, tools, loading bridges, equipment, trade fixtures, and other personal property within fifteen (15) days following termination of this Agreement, whether by expiration of time or otherwise as provided herein, subject, however, to any valid lien which Authority may have thereon for unpaid rentals, fees and charges. Airline shall not abandon any portion of its property without the written consent of Authority. Any and all property not removed by Airline within thirty (30) days following termination of this Agreement shall, at the option of Authority, become the property of Authority at no cost to Authority. All Authority property damaged by or as a result of the removal of Airline property shall be restored by Airline to the condition existing before such damage at Airline's expense.

14.2.B. Notwithstanding the above, in the event that Airline desires to sell any loading bridge or baggage equipment to Authority or a successor tenant upon the termination of this Agreement, or at any other time during the term of this Agreement, then in such event:

14.2.B.(1) Upon the prior written approval of the Director, Airline shall have the right to leave such property in place for a period not exceeding ninety (90) days following the termination of this Agreement, or the deletion, pursuant to Section 3.1, of the space on which such property is located, pending the successful completion of such a sale. During such period, Authority shall have the right to permit the use of such property by other Air Transportation Companies, without payment by Authority to Airline; provided, however, Airline shall have the right to seek payment for such use(s) directly from any such other Air Transportation Companies. In the event no such sale is completed such property must be removed immediately upon the expiration of the 90-day period.

14.2.B.(2) Authority shall have the right of first refusal to purchase said property at the highest bona fide competing offer or market value.

Section 14.3 - Holding Over

Should Airline use Airline Premises without the written consent Authority after this Agreement has terminated, Airline shall be deemed a tenant at sufferance during the period of such use and shall pay rentals, fees and charges established by the Authority for non-signatory airlines during such

period. In such event, Authority shall have the right to all remedies provided under applicable laws.

ARTICLE XV
ASSIGNMENT, SUBLETTING AND HANDLING AGREEMENTS

Section 15.1 - Assignment and Subletting by Airline

15.1.A.(1) Airline shall not sell, convey, transfer, mortgage, pledge, or assign this Agreement, or any part thereof, or any rights created thereby or the leasing thereunder in any manner whatsoever or sublet Airline Premises or any part thereof or any of the privileges recited herein without the prior written consent of the Director, which consent shall not be unreasonably withhold. However, Airline shall have the right to assign all or any part of its rights and interests under this Agreement to any affiliated Air Transportation Company (i.e., affiliated through common ownership and/or a Code Share Airline) or to any successor to its business through merger or consolidation. Consent of Authority for such assignment shall not be required; provided, however, due notice of any such assignment shall be given to the Director at least thirty (30) days prior to such assignment hereunder.

15.1.A.(2) In the event Airline, using large jet-loader aircraft, intends to assign all or part of its Airline Premises to an affiliate or Code Share Airline using smaller aircraft that cannot be served by a loading bridge, then in such an event Director may re-assign gate positions as appropriate to ensure the highest and best use of loading bridge gates and ramp safety.

15.1.A.(3) Any such successor corporation no later than thirty (30) days after the date of such merger, consolidation or succession shall acknowledge by a writing satisfactory in form and content to Authority that it has assumed all obligations of Airline and will fully honor all the terms and conditions set forth in this Agreement.

15.1.B. Airline shall not, without the prior written consent of Director, sublease Airline Premises. The parties hereto agree that Director may reasonably withhold such consent if Authority has substantially similar space available but unleased or if Authority can make such space available for lease within a reasonable time. In making such decision, the Director shall consider the full needs and plans of any Air Transportation Company seeking to sublease space from Airline, including whether said operator desires to be handled by Airline. Exclusive or preferential use of Airline's Exclusive Use Premises, or any part thereof, or preferential use of Airline's Preferential Use Premises, or any part thereof, by anyone other than Airline shall be considered a sublease.

15.1.C. In the event Airline requests permission to sublease, the request shall be accompanied by a copy of the proposed sublease agreement, if prepared. In the event such proposed sublease agreement has not been prepared, a written summary of the material terms and conditions to be contained in such sublease agreement shall be included with Airline's request for tentative approval by Director. The area or space to be subleased and the rental to be charged shall be specified and all other information reasonably requested by Authority pertaining to said sublease shall be promptly provided. If Airline is currently in default with respect to the payment of rentals, fees and charges due herein, any such sublease agreement shall provide for the direct payment to Authority by sublessee of rentals, fees and charges due Authority pursuant to this Agreement. A

fully executed copy of such sublease shall be submitted to Director for final review no later than thirty (30) days following occupancy of Airline Premises, or any portion thereof, by the sublessee.

15.1.D. In the event the rentals, fees and charges for subleased premises exceed the rentals, fees and charges payable by Airline for said premises pursuant to this Agreement, Airline shall pay to Authority the excess of the rentals, fees and charges received from the sublessee over that specified to be paid by Airline herein, provided that Airline may charge a reasonable fee for administrative costs, not to exceed fifteen (15) percent of the specified sublease rental, and such fifteen (15) percent shall not be considered excess rentals, fees, and charges. Airline shall also have the right to charge a reasonable fee to others for the use of Airline's capital equipment and to charge for use of utilities and other services being paid for by Airline.

Section 15.2 - Handling Agreements

In the event Airline agrees to ground handle any portion of the operations of another Scheduled Air Carrier (other than a Code Share Airline) or of a Requesting Airline, Airline shall provide Authority advance written notice of such proposed activities, including a description of the type and extent of services to be provided. Notwithstanding the provisions of the foregoing sentence, Airline shall not commence to ground handle another Scheduled Air Carrier or a Requesting Airline without the prior written permission of the Director if such Scheduled Air Carrier or Requesting Airline does not have in force an operating agreement with Authority.

Section 15.3 – Miscellaneous

15.3.A. No sublease or temporary use agreement shall release Airline from its obligations to pay the rentals, fees and charges provided herein. Notwithstanding the above, others by prior arrangements with Airline and subject to Authority's prior written consent, may use Airline Premises on a temporary basis pursuant to and in accordance with the provisions of Article XVI.

15.3.B. No assignment, transfer, conveyance, sublease, or granting a nonexclusive license by Airline shall relieve in any manner Airline of its responsibility for payment of rent and performance of all other obligations provided in this Agreement, without specific written consent of the Director to such relief. The Director shall consider all relevant factors, including the financial strength of the proposed assignee in determining whether to grant such relief.

ARTICLE XVI ACCOMMODATION OF A REQUESTING AIRLINE

Section 16.1 - Declaration of Intent

The parties hereto acknowledge the objective of Authority to offer to all airlines desiring to serve Airport access to Airport and to provide adequate Gate Positions and space in the Terminal. Recognizing that physical and financial limitations may preclude timely expansion of the Terminal and Aircraft Parking Apron areas to meet the stated requests of Airline or other airlines for additional facilities, Authority hereby states its intent to accommodate such requests, if necessary, through sharing, from time to time, of Gate Positions and other Terminal facilities.

Section 16.2 - Accommodation of Requesting Airlines

16.2.A.(1) In the event Authority cannot accommodate a Requesting Airline in areas not then leased to Scheduled Air Carriers or other Terminal tenants, then in such event Airline agrees to cooperate with Authority to accommodate the needs of a Requesting Airline on a temporary basis by permitting such Requesting Airline to utilize Airline's Gate Position(s) and other portions of Airline Premises and other necessary facilities in connection with and for the time period(s) necessary to permit passenger loading and unloading operations in conjunction with Requesting Airline's planned operations at times when the use of such facilities shall not interfere with Airline's planned operations or those of its sublessees, licensees or permittees (i.e., one (1) hour prior to a scheduled arrival, one (1) hour after the scheduled departure time, or overnight parking of aircraft of Airline, its sublessees, licensees, or permittees). Authority shall provide Airline with as much advance notice as reasonably possible so that Airline may plan for the accommodation of a Requesting Airline.

16.2.A.(2) Airline's obligation hereunder shall be subject to execution of a written agreement between Airline and such Requesting Airline, including indemnification of Airline by Requesting Airline, setting forth mutually agreed to terms and conditions governing such use which shall include a charge by Airline for its costs plus a reasonable administrative charge not to exceed fifteen (15) percent.

16.2.A.(3) Airline agrees to make reasonable efforts to facilitate the temporary accommodation of Requesting Airline's operations, including use of ticket counter area, use of Airline's baggage facilities and use of other portions of Airline Premises and facilities reasonably available to accommodate Requesting Airline, if (1) Airline has adequate capabilities, capacity, facilities and personnel therefore, after taking into account Airline's own requirements and contractual obligations, the compatibility of said Requesting Airline's proposed operations with those of Airline, and the need for labor harmony, and (2) said Requesting Airline enters into a written agreement with Airline therefore, which agreement shall be approved in writing by Authority prior to the effective date thereof.

16.2.A.(4) In the event Requesting Airline materially defaults under the provisions of its written agreement with Airline, then in such event Airline shall no longer be required to accommodate Requesting Airline.

16.2.B. Subject to the provisions of Section 15.1, nothing contained in this Article XVI shall prevent or prohibit Airline from electing to enter into an agreement with other air carriers authorized to operate at Airport and desiring to use Airline Premises as provided in Article XV herein.

16.2.C. During the period of use of Airline Premises by a Requesting Airline at Authority's request pursuant to this Article XVI, Airline shall be relieved of its obligation under this Agreement to indemnify and save harmless Authority, its agents and employees, its successors and assigns, with regard to any claim for damages or personal injury arising out of or in connection with said accommodated Requesting Airline's use of Airline Premises unless such damage or personal injury is proximately caused by the negligence of Airline, its agents, employees, licensees, or those under its control who have come upon Airline Premises in connection with Airline's occupancy hereunder. Authority shall require such Requesting Airline to indemnify Authority and Airline in the manner and to the extent required of Airline pursuant to Article XI.

ARTICLE XVII GOVERNMENT INCLUSION

Section 17.1 - Federal and Other Governmental Authority Funds

17.1.A. This Agreement shall be subordinate to the provisions of any existing or future agreements between Authority and the United States Government, or other governmental authority, relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or other governmental authority funds for the development of Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. Authority agrees to provide Airline written notice in advance of the execution of such agreements of any provisions which would modify the terms of the Agreement.

17.1.B. Authority shall not permit revenue diversion from the Airport, as such diversion is defined in the Federal Aviation Administration Act of 1994 and the Federal DOT's 1999 policy implementing the provisions of the 1994 Act.

Section 17.2 – Nondiscrimination

17.2.A. Airline, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

17.2.B. Airline, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport; (2) in the construction of any improvements, on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Airline shall use Airport in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

17.2.C. Airline shall use Airport in compliance with all requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964, and as said Title and Regulations may be amended, and assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities

covered in 14 CFR Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17.2.D. Airline shall comply with the laws of the State of Kansas and City of Wichita prohibiting discrimination on the basis of race, color, sex, religion, national origin, age, or handicap, and as such laws may be amended or unless a waiver has been granted by the United States Government.

17.2.E. Should Airline authorize another person, with Authority's prior written consent, to provide services or benefits upon Airline Premises, Airline shall obtain from such person a written agreement to comply with Paragraphs 17.2.A. through 17.2.D. If requested, Airline shall furnish a copy of such agreement to Authority prior to said authorization.

17.2.F. In the event the breach of any of the above nondiscrimination covenants shall constitute an Event of Default by Airline, Authority shall have the right to terminate this Agreement and to reenter and repossess the Airline Premises and the facilities thereon and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

Section 18.1 - Rights Non-Exclusive

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges and licenses granted under this Agreement, except in the Exclusive Use Premises, are "non-exclusive", and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as such may be amended.

Section 18.2 - Airport Security

Airline and Authority shall comply with all applicable regulations relating to Airport security and shall cooperate in controlling the Airline Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

Section 18.3 - Avigation Rights

18.3.A. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of Airport, including Airline Premises, for navigation or flight in said airspace for landing on, taking off from, or operating on Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, using said airspace or landing at, taking off from, or operating on or about Airport.

18.3.B. Authority reserves the right to take any action it considers necessary to protect the aerial approaches of Airport against obstructions, including the right to prevent Airline from erecting, or permitting to be erected, any building or other structure on Airport which, in the opinion of Authority, would limit the usefulness of Airport or constitute a hazard to aircraft.

Section 18.4 - Height Limitations

Airline expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on Airline Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, as such may be amended or replaced from time to time.

Section 18.5 - National Emergency

During time of war or national emergency Authority shall have the right to enter into an agreement with the United States Government for use of part or all of the Landing Area, the publicly-owned air navigation facilities and/or other areas or facilities of Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended.

Section 18.6 - Compliance With Law

18.6.A. Airline, its agents and employees, shall observe and comply with all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by Authority or the City of Wichita with respect to the operation of Airport, and shall also be subject to any and all applicable current and future laws, statutes, rules, regulations or orders of any governmental authority lawfully exercising authority over Airport or Airline's operations conducted hereunder: provided, however;

18.6.A.(1) Any new rules, regulations, orders or restrictions enacted by Authority during the term of this Agreement shall not be inconsistent with the terms, provisions, rights and privileges granted hereunder, unless enacted in compliance with the lawful rules, regulations, ordinances, laws or orders of other governmental authorities having jurisdiction over the operation of the Airport.

18.6.A.(2) Airline may, at its own risk, costs and expense and at no cost to Authority, and without being considered to be in breach of this Agreement, contest by appropriate judicial or administrative proceedings the applicability or the legal or constitutional validity of such rules, regulations, ordinances, laws or orders.

18.6.B. Authority shall not be liable to Airline for any diminution or deprivation of its rights hereunder due to the exercise of any such authority as provided for in this Section 18.6, nor shall Airline be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Airline's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or permit Airline to cancel this Agreement pursuant to the provisions of Article XIII.

Section 18.7 - Agent for Service of Process

It is expressly understood and agreed that if Airline is not a resident of the State of Kansas, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation not licensed to do business in Kansas, then in any such event, Airline designates the Secretary of State, State of Kansas, its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Kansas for service upon a non-resident with a copy of the service of process being sent to Airline's address in Section 18.17 hereof, provided that such copy is not required to make service of process effective. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, then as an alternative method of service of process, Airline may be personally served with such process out of this State by the registered mailing of such complaint and process to Airline at the address set forth herein. Any such service out of this State shall constitute valid service upon Airline as of the date of mailing to respond thereto.

Section 18.8 - Nonliability of Agents and Employees

No member, officer, agent, director, or employee of Authority or Airline shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this

Agreement or because of any breach thereof or because of its execution or attempted execution.

Section 18.9 - Partnership or Agency

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other provisions contained herein, nor any acts of the parties hereto, creates a relationship other than the relationship of Authority and Airline.

Section 18.10 - Taxes, Assessments, and Licenses

Airline shall at its own expense obtain all permits, licenses, approvals and certificates and pay all taxes, assessments, fees and charges required by any regulation or any law of the City of Wichita, County of Sedgwick, State of Kansas, the United States, or other governmental body with regard to the business to be conducted by Airline on Airport or within its Airline Premises pursuant to the terms of this Agreement; provided, however, that Airline may, at its own risk, costs and expense and at no cost to Authority, contest by appropriate judicial or administrative proceedings the applicability or amounts of any such taxes, assessments, fees and charges.

Section 18.11 - Approval by Authority

Whenever this Agreement calls for approval by Authority, such approval shall be evidenced by the written approval of the Director or his designee. Any approval required by either party to this Agreement shall not be unreasonably withheld or delayed.

Section 18.12 – Most Favored Nation

Each Air Transportation Company using the Airport shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities and equipment, subject to reasonable classifications such as tenants or nontenants and Signatory Airlines and nonsignatory airlines. Classification or status as tenant or Signatory Airline shall not be unreasonably withheld by the Airport, provided Air Transportation Company assumes obligations substantially similar to those already imposed on Air Transportation Companies in such classifications or status.

Section 18.13 - Compliance by Other Tenants

Authority shall whenever possible make reasonable efforts to obtain uniform compliance with its rules and regulations; provided, however, Authority shall not be liable to Airline for any violation or non-observance of such rules and regulations by any tenant, concessionaire or other Air Transportation Company at Airport.

Section 18.14 - Quiet Enjoyment

Authority agrees that on payment of the rentals, fees and charges due hereunder, and performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy Airline Premises and all the rights and privileges of Airport, its appurtenances and facilities.

Section 18.15 - Authority's Right of Entry

Any authorized representative of Authority shall have the right to enter upon any premises and facilities of Airport at any reasonable time for the purpose of inspection or for any purpose incident to the performance of its obligations hereunder or in the exercise of any of its governmental functions. Authority shall use its best efforts to avoid disruption of Airline's operation.

Section 18.16 - Force Majeure

Except as herein provided, neither Authority nor Airline shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations other than the payment of rentals, fees and charges hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of a public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control. Under no circumstances shall the occurrence of any event provided for in this Section 18.16 excuse Airline from paying the rentals, fees and charges payable to Authority by Airline pursuant to the terms of this Agreement during the term of this Agreement.

Section 18.17 – Notices

Notices required herein may be given by registered or certified mail by depositing the same in the the United States mail, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addressee seventy-two (72) hours after deposit of same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Authority shall be addressed as follows:

Wichita Airport Authority
2173 Air Cargo Road
Wichita Mid-Continent Airport
Wichita, Kansas 67209

Notices to Airline shall be addressed as follows:

Continental Airlines, Inc.
1600 Smith Street HQSPF
Houston, TX 77002

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

Section 18.18 - Place of Payment

All payments required of Airline by this Agreement shall be made at the office of The Wichita Airport Authority, 2173 Air Cargo Road, Wichita Mid-Continent Airport, Wichita, Kansas 67209, or to such other address as may be substituted therefore.

Section 18.19 - Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 18.20 - Governing Law

This Agreement is to be read and construed in accordance with the laws of the State of Kansas and ordinances of the City of Wichita. The parties hereto agree that any court of proper jurisdiction sitting in Sedgewick County, Kansas shall be the proper forum for any actions brought hereunder.

Section 18.21 – Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby unless continued enforcement thereof would unreasonably prejudice the rights of either party to perform and/or enjoy the rights provided under this contract, in which case the party so prejudiced may terminate this Agreement upon thirty (30) days' written notice.

Section 18.22 - Other Agreements

Nothing contained in this Agreement shall be deemed or construed to nullify, restrict or modify in any manner the provisions of any other lease or contract between Authority and Airline authorizing the use of Airport, its facilities and appurtenances upon payment of rentals, fees and charges therein provided.

Section 18.23 – Gender

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 18.24 - Headings and Titles

The headings of the articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Section 18.25 - Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 18.26 - Entire Agreement

18.26.A. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by Airline that Authority and Authority's agents have made no representations or promises with respect to this Agreement or the making of this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Airline against Authority for, and Authority shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or parol agreement with Authority being expressly waived by Airline.

18.26.B. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 18.27 – Amendment

Except as provided herein, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Section 18.28 – Savings

This Agreement is the result of extensive negotiations between the parties and shall not be construed against Authority by reason of the preparation of this Agreement by Authority.

Section 18.29 - Successors and Assigns Bound

All of the covenants, conditions and agreements contained herein shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto.

Section 18.30 – Subordination to Bond Resolution

18.30.A This Agreement and all rights of Airline hereunder are expressly subject and subordinate to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of any Bond Resolution.

18.30.B In conflicts between this Agreement and a Bond Resolution, the Bond Resolution shall govern.

18.30.C All definitional terms that are not specifically defined herein shall have the meanings set forth in the Bond Resolution.

Section 18.31 – Performance

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 18.32 - Capacity to Execute

18.32.A. Authority and Airline each warrant and represent to one another that this Agreement constitutes a legal, valid and binding obligation of that party.

18.32.B. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IN WITNESS THEREOF, Authority has caused these presents to be executed by the Wichita Airport Authority, by direction of the City Council, attested to by the City of Wichita Clerk and the seal of the Wichita Airport Authority affixed hereunto, and Airline has caused these presents to be signed by its proper corporate officers and its corporate seal hereunto affixed and attested to as of the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

CONTINENTAL AIRLINES, INC.

By: _____

By: _____

Title: _____

Title: _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

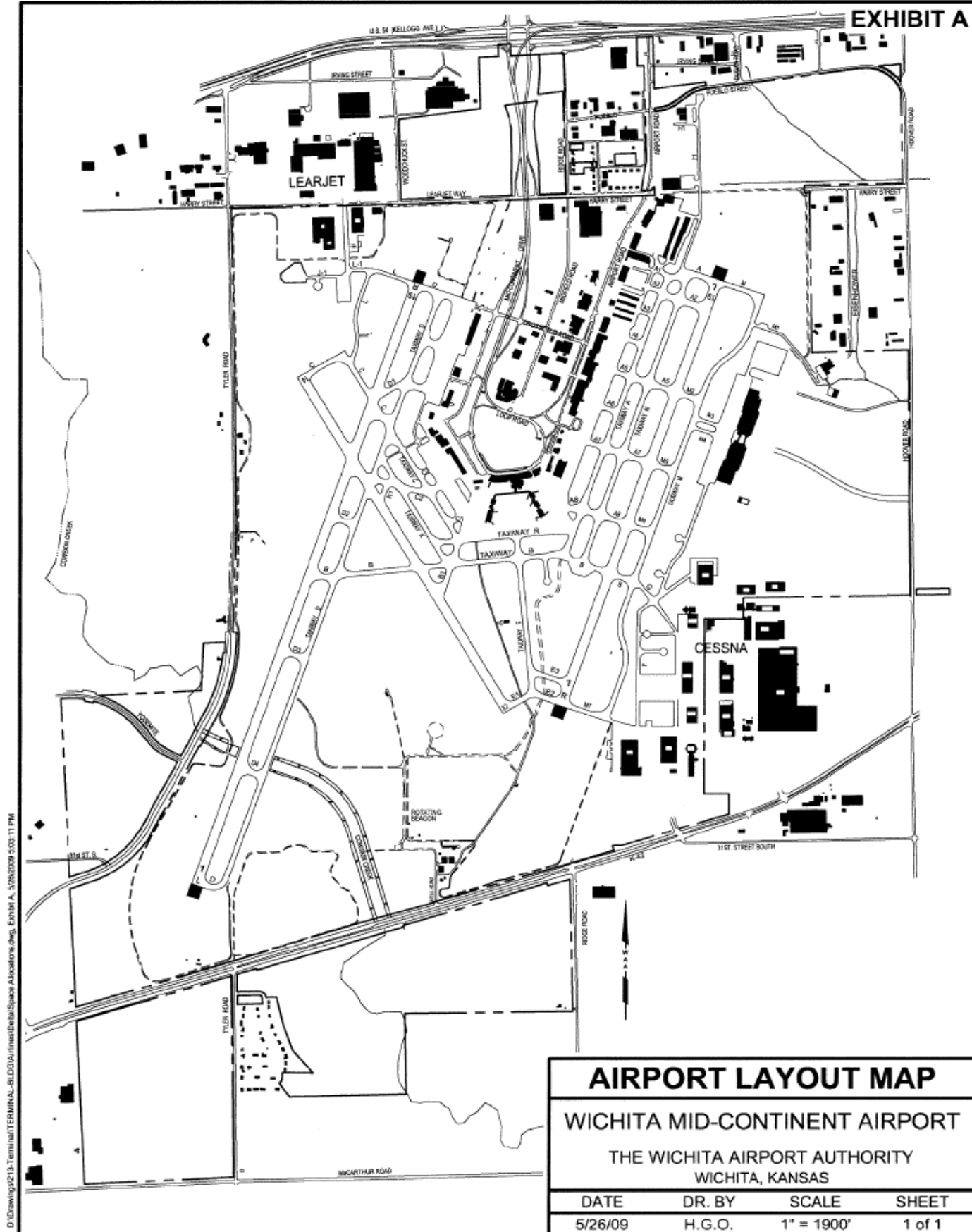
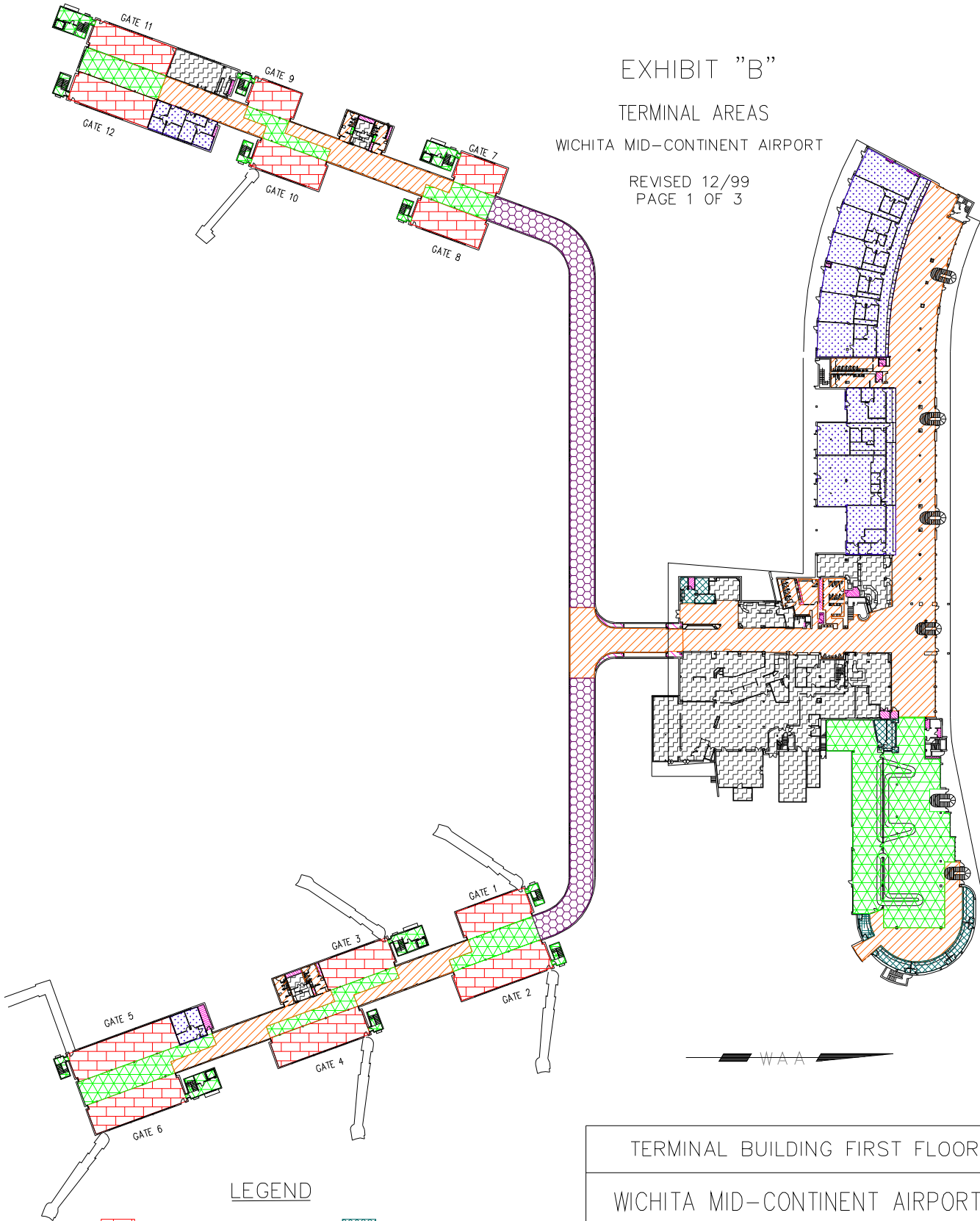


EXHIBIT "B"

TERMINAL AREAS

WICHITA MID-CONTINENT AIRPORT

REVISED 12/99
PAGE 1 OF 3



LEGEND

	PREFERENTIAL		COMMERCIAL SPACE
	EXCLUSIVE USE		PUBLIC AREA
	JOINT USE		MECHANICAL/ UTILITY AREA
	CONCESSION SPACE		AREA NOT INCLUDED IN TERMINAL DIVISOR

TERMINAL BUILDING FIRST FLOOR

WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

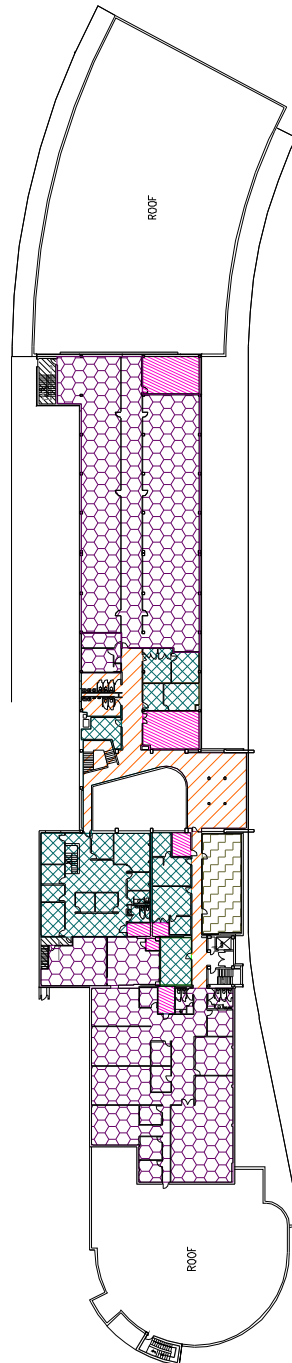
DATE	DR. BY	SCALE
10-15-03	O.L.	NONE

EXHIBIT "B"

TERMINAL AREAS






WICHITA MID-CONTINENT AIRPORT

REVISED 12/99
PAGE 2 OF 3



W A A

LEGEND

-  COMMERCIAL SPACE
-  AREA NOT INCLUDED IN TERMINAL DIVISOR
-  PUBLIC AREA
-  CONCESSION SPACE
-  MECHANICAL/UTILITY AREA

TERMINAL BUILDING SECOND FLOOR

WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

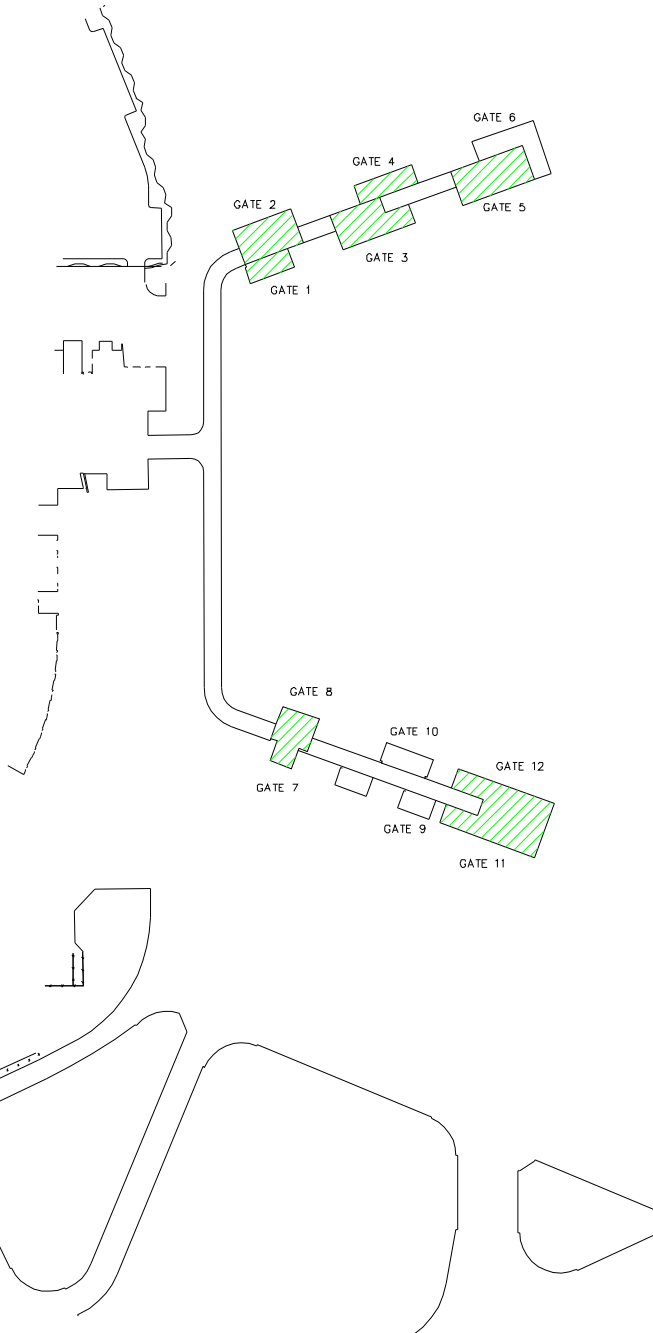
DATE	DR. BY	SCALE
10-15-03	O.L.	NONE

EXHIBIT "B"

TERMINAL AREAS

WICHITA MID-CONTINENT AIRPORT

REVISED 12/99
PAGE 3 OF 3



LEGEND

AIRLINE RENTABLE SPACE

 OPERATIONS ENCLOSED

 OPERATIONS UNENCLOSED

WAA

TERMINAL BUILDING CONCOURSE
AND RAMP AREA

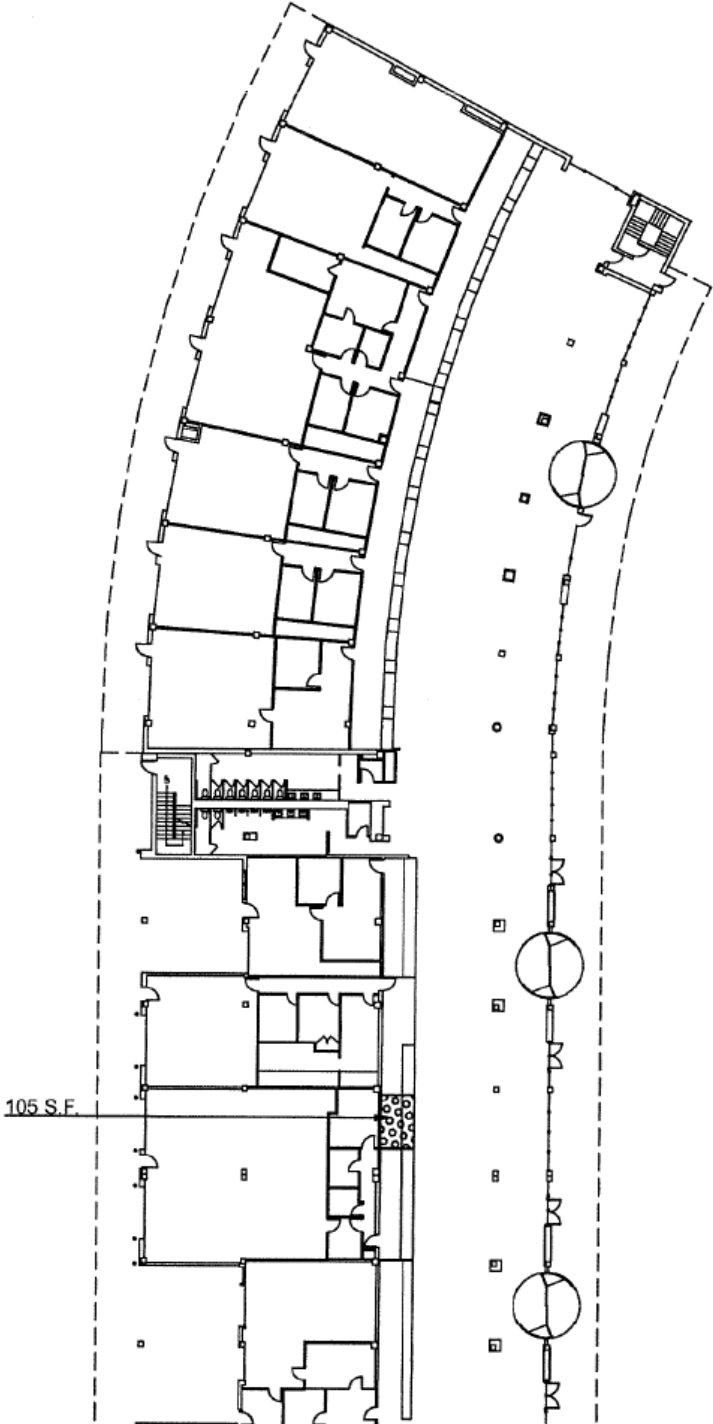
WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE
10-15-03	O.L.	NONE

EXHIBIT B-1

(page 1 of 3)



LEGEND

 TICKET COUNTER

EXHIBIT B-1

(page 2 of 3)

GATE 3

1,470 sq.ft.

- TO TERMINAL

135

GATE 3

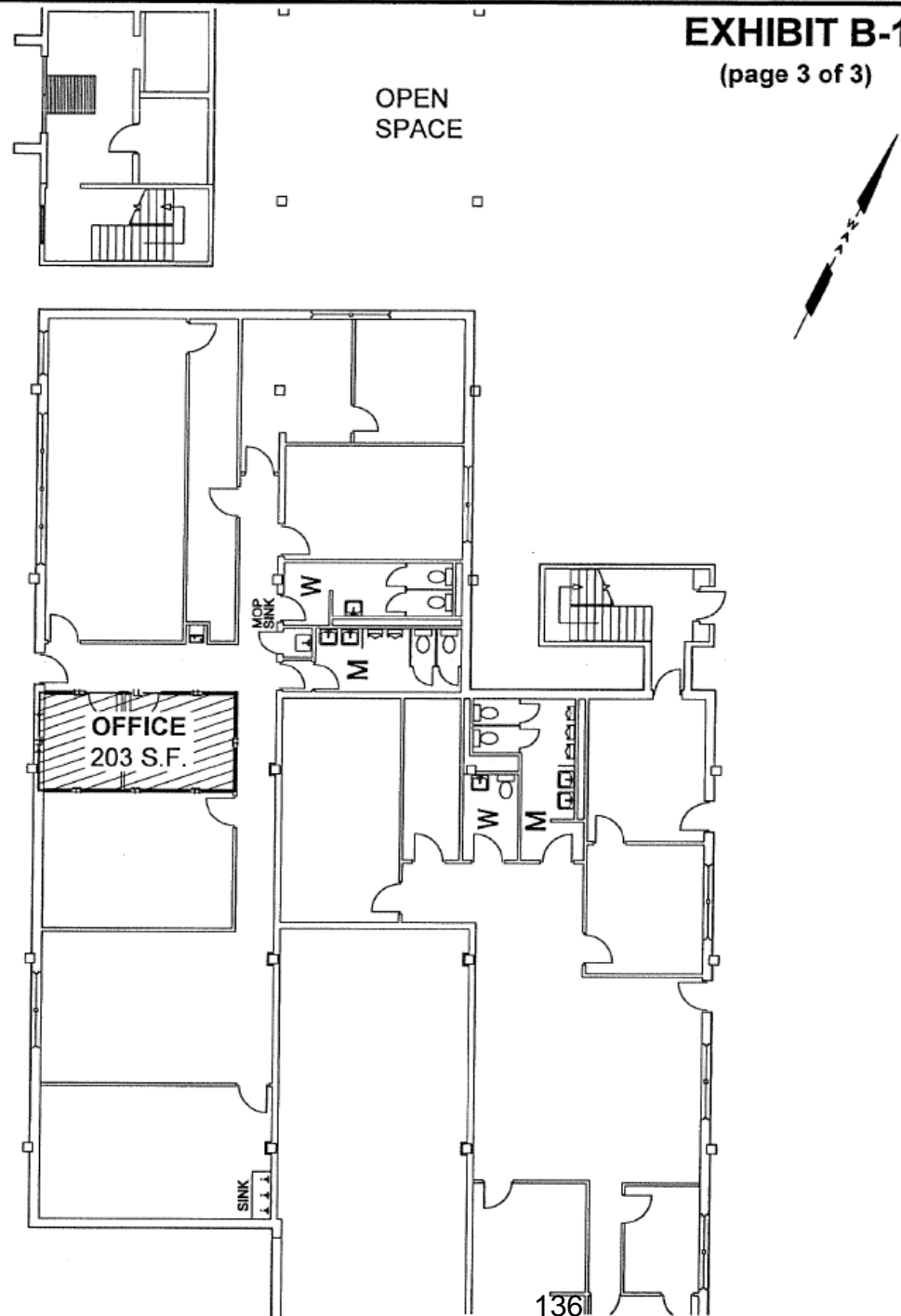


EXHIBIT B-1
(page 3 of 3)

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

Page 1 of 2

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	217	1,468	431	-	1,291	627	4,034	s.f.
American	-	-	-	-	-	-	-	s.f.
American Eagle	200	2,224	1,098	-	1,637	1,752	6,911	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	693	3,221	1,589	-	1,396	1,855	8,754	s.f.
Frontier Holdings	233	1,016	467	-	339	399	2,454	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	644	6,750	3,905	-	18,768	2,592	32,659	s.f.
	<u>2,660</u>	<u>19,305</u>	<u>9,216</u>	<u>-</u>	<u>23,784</u>	<u>8,544</u>	<u>63,509</u>	<u>s.f.</u>

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

Page 2 of 2

TERMINAL SPACE SUMMARY

	<u>Airline Use</u>	<u>Joint Use</u>	<u>Concession Space</u>	<u>Commercial Space</u>	<u>Public Area</u>	<u>Mechanical/ Utility Space</u>	<u>Total</u>
Airline Space	63,509	22,965	-	-	-	-	86,474 s.f.
Other Rentable	-	-	20,912	5,558	12,028 (a)	-	38,498 s.f.
Subtotal Rentable Space	63,509	22,965	20,912	5,558	12,028	-	124,972 s.f.
Other Areas	-	-	-	16,885 (b)	40,006	5,245	62,136 s.f.
Total Terminal Area	63,509	22,965	20,912	22,443	52,034	5,245	187,108 s.f.

(a) For purposes of this agreement, the public concourse area between Gates 1 & 2 and 7 & 8 is considered rentable.

(b) For purposes of this agreement, a portion of the commercial area on the second floor is considered unusable.

RESPONSIBILITY OF AUTHORITY AND AIRLINE FOR MAINTENANCE AND OPERATION OF TERMINAL AREAS

	Airline Exclusive Use					Airline Preferential Use	
	Ticket Counter	Offices	Bag Make-Up	Unenclosed Covered Apron	Opts Areas Other	Holdroom	Apron
Air Conditioning	W	W	W	N/A	W	W	N/A
Maintenance	W	W	W	N/A	W	W	N/A
Chilled Air Distribution							
Electrical	A	A	A	A	A	A	N/A
Bulb & Tube Replacement	W	W	W	W	W	W	N/A
Power	W	W	W	W	W	W	N/A
Maintenance & Repair							
Heating	W	W	W	N/A	W	W	N/A
Maintenance	W	W	W	N/A	W	W	N/A
Warm Air Distribution							
Water-Maintenance	W	W	W	W	W	W	N/A
Distribution	W	W	W	W	W	W	N/A
Fixtures							
General Maintenance & Repair	A	A	A	A	A	A	W
Other than Structure (incl. doors)	W	W	W	W	W	W	W
Structure*	W	W	W	W	W	W	W
Exterior							
Sewage & Plumbing	W	W	W	W	W	N/A	W
Distribution	A	A	A	W	A	N/A	W
Fixtures							
Public Address System	W	W	W	W	W	W	N/A
Custodial Service**	A	A	A	N/A	A	W	N/A
Window Cleaning	A	A	A	N/A	A	W	N/A
Exterior	A	A	A	N/A	A	W	N/A
Interior							
Snow & Ice Removal	N/A	N/A	N/A	A	A	N/A	A
Walkways	N/A	N/A	N/A	W	N/A	N/A	W
Other							
Pest Extermination	W	W	W	W	W	W	W
Flooding	W	W	W	W	W	W	W

Notes:

A = Airline

W = Wichita Airport Authority

N/A = Not Available or Not Applicable

*Structure is defined as anything, which has a structural load-bearing function. This may include load-bearing walls, and horizontal and vertical beams and bracings, but may not include non-load bearing walls, ceilings, doors and door frames.

**Custodial Services includes routine vacuum, trash removal, carpet extraction, steam cleaning and other specialty cleaning.

PUBLIC AND JOINT USE AREAS - Both areas will be maintained by the Wichita Airport Authority.

EXHIBIT "E"

MONTHLY STATISTICAL REPORT

(To be submitted within 5 working days following the end of each month)

SUBMIT TO:

The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209

FOR THE MONTH OF _____, _____

AIRLINE NAME _____

(A separate Exhibit should be submitted for each airline.)

1. PASSENGERS

	<u>Enplaned</u>	<u>Deplaned</u>	<u>Total</u>
Revenue	_____	_____	_____
Non-Revenue	_____	_____	_____
Total	=====	=====	=====

2. CARGO & MAIL (Pounds)

	<u>Enplaned</u>	<u>Deplaned</u>	<u>Total</u>
Cargo*	_____	_____	_____
Mail	_____	_____	_____
Total	=====	=====	=====

* Cargo includes freight plus express.

I certify that the above information is correct to the best of my knowledge and belief.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

EXHIBIT "F"

MONTHLY LANDED WEIGHT/FEE REPORT

(To be submitted within 5 days following the end of each month)

SUBMIT TO:

The Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209

FOR THE MONTH OF _____, _____

AIRLINE NAME _____

(A separate Exhibit should be submitted for each airline.)

3. AIRCRAFT LANDINGS

A. Landings NOT Subject to Landing Fees:

<u>Aircraft</u> <u>Type</u>	<u>FAA Certified</u> <u>Maximum Gross</u> <u>Landing Weight</u>	<u>Number</u> <u>of</u> <u>Landings</u>	<u>Total Landed Weight</u>
Training & Testing*			

Return Landings

Total

_____	_____
=====	=====

* Training and Testing flights in excess of 10 percent of Revenue Landings by Airline in any one calendar month shall be included under Landings Subject to Landing Fees, pursuant to Section 4.1.D of the Agreement.

EXHIBIT "F"

1. AIRCRAFT LANDINGS (continued)

B. Landings Subject to Landing Fees:

<u>Aircraft</u> <u>Type</u>	<u>FAA Certified</u> <u>Maximum Gross</u> <u>Landing Weight</u>	<u>Number</u> <u>of</u> <u>Landings</u>	<u>Total Landed Weight</u>
Revenue Landings			

Training & Testing*

Other Non-Revenue
Landings

Total

=====

Divided by 1,000

Landed Weight (lbs): _____

Multiplied by the Landing Fee Rate of \$ _____

Total Landing Fee Charges: \$=====

* Training and Testing flights in excess of 10 percent of Revenue Landings by Airline in any one calendar month shall be included under Landings Subject to Landing Fees, pursuant to Section 4.1.D of the Agreement.

EXHIBIT "F"

2. TERMINAL USE CHARGES

	<u>Unleased Gate Use</u>	<u>Unleased Loading Bridge Use</u>
Number of Times Used	_____	_____
Current Fee	\$ _____	\$ _____
Total Terminal Use Charges	\$=====	\$=====

3. AIRCRAFT PARKING CHARGES (other than at leased gates)

	<u>Parking Occurrences</u>	<u>Total Hours in Excess of 24 Hours Each Occurrence</u>
Quantity	_____	_____
Current Fee	\$ _____	\$ _____
Total Parking Charges	\$=====	\$=====

4. MISCELLANEOUS

	<u>Auto Gas</u>
Quantity	_____
Current Fee	\$ _____
Total Miscellaneous Charges	\$=====

The undersigned certifies that the above information, according to the books and records of the Airline, is correct and that he/she is a corporate officer of Airline or has been authorized to provide the above information by a corporate officer.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

Types of Space	Location/Function	Weighted Value
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
America West	217	1,468	431	1,918	0	4,034 s.f.
American Eagle	200	2,224	1,098	3,389	0	6,911 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	693	3,221	1,589	3,251	0	8,754 s.f.
Frontier Holdings	233	1,016	467	738	0	2,454 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	644	6,750	3,905	21,360	0	32,659 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2009 to December 31, 2009, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$44.08
2	Holdrooms; Concourses; Bag Claim	\$39.67
3	Offices; VIP/Club Space	\$35.26
4	Bag Make-Up; Operations Space, Elevators	\$30.85
5	Inbound Bag; Tug Lane, Stairwells	\$22.04

These rates are based upon an average Signatory Airline Terminal rental rate of \$34.69 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.42 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. Direct Cost Centers.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; airline maintenance buildings; building space occupied by Air Midwest; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Gates Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Flight Service Station; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. Custodial (12) - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C Safety (14) - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2007 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	24.0%
Terminal (02)	58.0
Other Airline (03)	2.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	9.0
Jabara (08)	<u>0.0</u>
	100.0%

SUPPLEMENTAL AGREEMENT NUMBER NINE

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

EXPRESSJET AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NUMBER NINE, made and entered into this October 27, 2009, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as “AUTHORITY”, and EXPRESSJET AIRLINES, INC., hereinafter referred to as “AIRLINE”.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. One dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. Two dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. Three dated June 8, 2004, which increased the leased premises; Supplemental Agreement No. Four dated December 21, 2004 which extended the term and modified exhibits within the Agreement; Supplemental Agreement

No. Five dated August 1, 2006 which increased the leased premises and modified the exhibits within the Agreement; and Supplemental Agreement Nos. Six through Eight, dated January 9, 2007, December 11, 2007 and January 13, 2009, respectively, which extended the term and modified exhibits within the Agreements; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. Nine for the purpose of modifying the leased premises;

NOW, THEREFORE, the parties further agree as follows:

1.

Section 3.1.A. of Article III, Airline Premises, shall be modified to include the following language:

Exhibits "C" and "G", attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

2.

As provided in Section 3.1.B, Authority and Airline may, from time to time, by written agreement, add space to or delete space from the Airline Premises.

Effective November 1, 2009, all space previously leased by Airline under this Agreement, as reflected on Exhibit B-1, dated April 4, 2000 (holdroom and operations area) and Revised Exhibits B-1, dated June 1, 2004 (operations) and July 21, 2006 (ticket counter) shall be deleted.

3.

It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
“Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

EXPRESSJET AIRLINES, INC.

By _____

By _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

Page 1 of 2

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	217	1,468	431	-	1,291	627	4,034	s.f.
American	-	-	-	-	-	-	-	s.f.
American Eagle	200	2,224	1,098	-	1,637	1,752	6,911	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	693	3,221	1,589	-	1,396	1,855	8,754	s.f.
Frontier Holdings	233	1,016	467	-	339	399	2,454	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	644	6,750	3,905	-	18,768	2,592	32,659	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

Page 2 of 2

TERMINAL SPACE SUMMARY

	<u>Airline Use</u>	<u>Joint Use</u>	<u>Concession Space</u>	<u>Commercial Space</u>	<u>Public Area</u>	<u>Mechanical/ Utility Space</u>	<u>Total</u>
Airline Space	63,509	22,965	-	-	-	-	86,474 s.f.
Other Rentable	-	-	20,912	5,558	12,028 (a)	-	38,498 s.f.
Subtotal Rentable Space	63,509	22,965	20,912	5,558	12,028	-	124,972 s.f.
Other Areas	-	-	-	16,885 (b)	40,006	5,245	62,136 s.f.
Total Terminal Area	63,509	22,965	20,912	22,443	52,034	5,245	187,108 s.f.

(a) For purposes of this agreement, the public concourse area between Gates 1 & 2 and 7 & 8 is considered rentable.

(b) For purposes of this agreement, a portion of the commercial area on the second floor is considered unusable.

EXHIBIT "G"

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline's Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline's Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline's share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline's share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline's apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline's landing fees in each period shall be determined as the product of the landing fees rate for the period and airline's landed weight for the period. Airline's landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline's aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

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3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

	Type of Space					Total
	Type 1	Type 2	Type 3	Type 4	Type 5	
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<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
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Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2009 to December 31, 2009, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
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3	Offices; VIP/Club Space	\$35.26
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5	Inbound Bag; Tug Lane, Stairwells	\$22.04

These rates are based upon an average Signatory Airline Terminal rental rate of \$34.69 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.42 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. Direct Cost Centers.

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; airline maintenance buildings; building space occupied by Air Midwest; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Gates Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Flight Service Station; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. Custodial (12) - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C Safety (14) - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2007 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	24.0%
Terminal (02)	58.0
Other Airline (03)	2.0
Ground Transportation (04)	6.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	9.0
Jabara (08)	<u>0.0</u>
	100.0%

**City of Wichita
City Council Meeting
October 27, 2009**

TO: Wichita Airport Authority

SUBJECT: Federal Aviation Administration (FAA) – Lease – Air Traffic Control Tower – DTFASW-09-L-0093
Memorandum of Agreement – NAVAIDS – DTFASW-09-L-0090

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease and memorandum of agreement.

Background: In 1991, the FAA drafted and entered into a Master Site Lease with the Wichita Airport Authority which covered a series of sites/facilities on Wichita Mid-Continent Airport associated with the installation and maintenance of various air navigational aids (NAVAIDS). The site lease also included language relative to the air traffic control tower located on airport. The current lease requires formal amendment any time a NAVAID is modified, relocated or replaced.

Analysis: The FAA is proposing two separate agreements in lieu of one, all-encompassing site lease. The memorandum of agreement will specifically govern the NAVAIDS, and includes language which allows changes to be made relative to the NAVAIDS (type, location, etc.) by mutual agreement of the parties without formally amending the agreement. A separate lease agreement for the air traffic control tower is provided which details rights and responsibilities associated with the FAA's use of land and occupancy of the air traffic control tower. Both agreements commence October 1, 2009.

Financial Considerations: No monetary consideration in the form of rental is assessed.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which facilitate safe travel for the users of the airport, thereby making the airport more attractive to travelers.

Legal Considerations: The Law Department has approved both documents as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the lease and the memorandum of agreement, and authorize the necessary signatures.

Attachments: FAA Lease Agreement and FAA Memorandum of Understanding.

LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

WICHITA AIRPORT AUTHORITY

**Lease No: DTFASW-09-L-00093
(ICT) Airport Traffic Control Tower
Wichita Mid-Continent Airport
Wichita, Kansas 67209**

THIS LEASE is hereby made and entered into this October 27, 2009, by and between the **WICHITA AIRPORT AUTHORITY** whose address is 2173 Air Cargo Road, Wichita, Kansas 67209, hereinafter referred to as the Lessor and the **UNITED STATES OF AMERICA**, herein after referred to as the Government. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES (AUG-02):

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

AIRPORT TRAFFIC CONTROL TOWER (ATCT)

A tract of land in the SE ¼ of Section 33, Township 27 South, Range 1 West of the 6th Principal Meridian (P.M.) Sedgwick County Kansas as described as: Beginning at a point 4419.41 feet south and 570.46 feet west (grid system) of the Northeast corner of Section 33, Township 27 South, Range 1 West of the 6th P.M., said point of beginning being 42.5 feet right of station 128+57.01 of the stationing line of the proposed terminal loop; thence bearing North 62°22'30" East, on a line tangent to aforementioned Terminal Loop at the point of beginning a distance of 87.32 feet; thence bearing North 45°01'56" east a distance of 84.00 feet; thence bearing South 79°33'50.6" East a distance of 40.62 feet; thence bearing South 05°38'00" East a distance of 100 feet; thence bearing South 11°59'52" West a distance of 59.41 feet; thence bearing South 62°22'30" West a distance of 130.18; thence bearing South 84°22'00" West a distance 7.58 feet; thence a bearing North 27°23'43" West a distance of 130.64 feet; thence bearing North 05°38'00" West a distance of 5.40 feet; thence bearing North 62°22'30" East a distance of 10.52 feet to the point of beginning. Said tract contains 26,470 square feet or 0.61 acres more or less.

A. Together with a right-of-way for ingress to and egress from the premises; (For Government Employees, their Agents and Assigns) a right-of-way for establishing and maintaining a pole line, pole lines or underground lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said

lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

B. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (AUG-02):

To have and to hold, for the term commencing on October 1, 2009, and continuing through September 30, 2049, inclusive.

3. CONSIDERATION (NO COST) (AUG-02):

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

4. CANCELLATION (AUG-02):

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least 90 days before the effective termination date.

5. INTERFERENCE WITH GOVERNMENT OPERATIONS (OCT-96):

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

6. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (OCT-96):

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

7. QUIET ENJOYMENT (OCT-96):

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

8. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (OCT-96):

The FAA agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

9. NOTIFICATION OF CHANGE OF LAND TITLE (AUG-02):

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

10. NOTICES (OCT-96):

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

LESSOR: Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, Kansas 67209

GOVERNMENT: Department of Transportation
Federal Aviation Administration
Real Estate & Utilities Group, ASW-53
Fort Worth, Texas 76193

11. CONTRACT DISPUTES (Nov. 03)

(a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Dispute clause is incorporated by reference. Upon request the full text will be provided by the RECO.

12. ANTI-KICKBACK (OCT-96):

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

13. COVENANT AGAINST CONTINGENT FEES (AUG-02):

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

14. OFFICIALS NOT TO BENEFIT (OCT-96):

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

15. NON-RESTORATION (OCT-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing.

16. HAZARDOUS SUBSTANCE CONTAMINATION (MAY-00):

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the ATCT facility. The Lessor agrees to remediate at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the ATCT facility.

17. EXAMINATION OF RECORDS (AUG-02):

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

18. INSTALLATION OF ANTENNAS, POWER CABLES, CONTROL CABLES, AND OTHER APPURTENANCES:

The Government shall have the right and privilege to install, operate and maintain antenna wires and appurtenances atop necessary buildings and structures or at other locations where deemed necessary connecting cables and wiring, where needed, to perform the necessary linking facilities, provided such installations do not constitute a hazard to the operation of aircraft when such installations have been completed. The Government shall have the right to install, operate, and maintain such cables, conduit, and wiring as necessary to link and connect its facilities to its emergency standby power plant to be used in the event of commercial power failure to any of its facilities located on the airport property. Prior written approval of the Director of Airports will be obtained for all off premise appurtenances.

19. TOWER OPERATING AGREEMENT:

The Operation Agreement for Airport Traffic Control Tower, Articles I through IV, 1 through 5, is attached to this lease and made a part hereof.

20. VEHICLE PARKING:

The Airport Traffic Control Tower Parking Lot shall have a controlled entrance and exit. Entrance barrier gate shall require a card to actuate the arm, while exit gate will open automatically when vehicle approaches

from inside the lot. The Airport will not be entitled to any monthly parking charges from FAA employees. Maintenance of the ATCT parking lot and the control gates will be at FAA expense, subject to the availability of funds by the Government. Approximate number of parking spaces shall be 60.

It is understood and agreed that Lessor reserves the right to temporarily or permanently relocate the parking spaces as may be required due to construction or reconstruction of Airport facilities, and in this event, Lessor agrees to furnish the same number of parking spaces. Such relocation shall be upon written mutual agreement of the parties.

21. CONTINUOUS CLEARING OF LEASED FACILITY SITES/CRITICAL AREAS:

The Lessor agrees to keep the areas around the Government's Airport Traffic Control Tower mowed at all times to a height that weeds and vegetation will not be an obstruction to such operation or maintenance of the facility.

22. SNOW REMOVAL:

The Lessor agrees to provide snow removal on access roads serving the facilities at the Lessor's earliest convenience.

23. LEASE SUCCESSION (AUG-02):

This Lease supersedes Lease No. DTFA09-90-L-10464 and all other previous agreements between the parties for the leased property described in this document.

24. SIGNATURE BLOCK (AUG-02):

IN WITNESS WHEREOF, the parties hereto have signed their names:

WICHITA AIRPORT AUTHORITY

**UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION**

By: _____
Carl Brewer, President

By: _____
Patsy J. McComis, Contracting Officer

Attest: _____
Karen Sublett, City Clerk

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SOUTHWEST REGION
FORT WORTH, TEXAS

OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER
(Constructed by the Government)

I. THIS AGREEMENT is to be attached to and made a part of Lease No. DTFASW-09-L-00093, between the United States of America acting by and through the Federal Aviation Administration, hereinafter called the Government and the Wichita Airport Authority, Wichita, Kansas, operating its airport known as the Wichita Mid-Continent Airport, hereinafter known as the Lessor.

II. WHEREAS, an Airport Traffic Control Tower will be or has been erected on the lease plot by and at the expense of the Government; AND

III. WHEREAS, it is in the public interest that the said Airport Traffic Control Tower on the above airport be operated by the Government, subject to the availability of funds therefore, in accordance with standards established by the Government.

IV. NOW THEREFORE, the Lessor agrees to the following conditions:

1. The Lessor shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood, and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operation, including the foregoing, and all such air traffic control devices which are designated to be directly or remotely controlled from the Airport Traffic Control Tower and the Lessor shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the Government's control.

2. The Lessor shall be responsible for the proper and continued functioning of all equipment and devices which the Government determines are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under the control of the Government.

3. The Lessor shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any, area(s) of the Airport unsafe for normal utilization by aircraft and will, upon request, appropriately mark any such areas(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the commencement date and said approved schedules shall be submitted for approval no less than thirty (30) days prior to the schedule date for beginning the first item of construction and/or maintenance on the schedule.

4. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard, but the Lessor shall indemnify and save harmless the Government from and against all loss, injury, or damage, and any claims for such acts resulting from or incident to the operation of said Tower; provided, however, the Lessor shall not be responsible for any such acts or claims resulting from the negligent or wrongful acts or omission of any employee operating in said Tower.

5. The Lessor, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said airport.

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

MEMORANDUM OF AGREEMENT

Agreement Number DTFASW-09-L-00090

This agreement is made and entered into this October 27, 2009, by and between the WICHITA AIRPORT AUTHORITY, whose address is 2173 Air Cargo Road, Wichita, Kansas 67209, hereinafter referred to as Airport, for itself, its successors and assigns, and the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Wichita Mid-Continent Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (Jun-04):

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2009 and continuing through September 30, 2029. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

- (a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Wichita Mid-Continent Airport, to be routed as reasonably determined to be the most convenient to the FAA and as not to interfere

with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (Aug- 02):

The FAA shall pay the Airport no monetary consideration. It is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (Apr-05):

It is understood and agreed that the use of the herein described premises, known as Wichita Mid-Continent Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (Apr-05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities", as may be amended from time to time.

5. TITLE TO IMPROVEMENTS (Apr-05):

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government

harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (Oct-96):

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

10. NOTICES (Oct-96):

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Sponsor:
Wichita Airport Authority
Wichita Mid-Continent Airport
2173 Air Cargo Road
Wichita, KS 67209

Government:
Department of Transportation
Federal Aviation Administration
Real Estate & Utilities Group, ASW-53
Forth Worth, TX 76193

11. CONTINUOUS CLEARING OF LEASED FACILITY SITES/CRITICAL AREAS:

The Lessor agrees to keep the areas around the Government's navigational aids mowed at all times to a height that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.

12. SNOW REMOVAL:

The Lessor agrees to provide snow removal on access roads serving the facilities at the Lessor's earliest convenience.

13. Previous Lease(s)/Agreement(s)

Upon commencement, this agreement supersedes Land Lease number DTFA09-03-L-42687.

14. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at [Land On-Airport Lease](http://fasteditapp.faa.gov/ams/do_action) (.http://fasteditapp.faa.gov/ams/do_action)

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

15. SIGNATURES (Apr-04):

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

WICHITA AIRPORT AUTHORITY

**UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION**

By: _____
Carl Brewer, President

By: _____
Patsy J. McComis, Contracting Officer

Attest: _____
Karen Sublett, City Clerk

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

List of Facilities

Effective October 1, 2009

MEMORANDUM OF AGREEMENT
DTFASW-09-00090

WICHITA MID-CONTINENT AIRPORT

To be provided.

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council Members

SUBJECT: Project Access Contract Renewal

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve contract renewal and authorize necessary signatures.

Background: Since 1999 the City has participated in Project Access, a program that coordinates donated medical services for the uninsured by linking physicians, social service agencies, hospitals, clinics, and area pharmacies. A 2008/09 contract between the City and the Central Plains Regional Health Care Foundation, Inc. (the non-profit organization responsible for Project Access) provided program funds for prescription medications, prescribed durable medical equipment and the coordination of services. This contract has expired but there is one option remaining to renew for a successive one-year period. A recommendation to renew the contract for a one-year period that runs through August 31, 2010 is being brought before the City Council.

Analysis: It is estimated that 55,000 individuals, approximately 13 % of the local population, is uninsured. From September 1999 through June 2009, 8,856 individuals have received donated medical/dental care and services through Project Access. During those ten years Project Access has:

- Provided 202,272 prescriptions worth approximately \$5.85 million;
- Coordinated donated physicians services worth \$23.25 million; and
- Coordinated donated hospitals services worth \$61.8 million.

During the last five and a half years, pharmaceutical companies have donated prescription medicines valued at over \$2.3 million and have waived their filling fees. Currently 582 physicians, nine hospitals, and 71 pharmacies participate in Project Access.

In 2006 Project Access implemented cost-saving measures that conserved prescription assistance funding and allowed expansion of services to include physician-prescribed medical supplies and/or durable medical equipment. These same cost-saving measures have allowed Project Access to reduce its 2009/10 contract budget request from \$300,000 to \$220,000.

Financial Considerations: The \$220,000 contract renewal budget is \$80,000 less than the \$300,000 provided for the 2008/09 contract. Community Services Block Grant funds, received to serve low-income individuals and families will be used to pay contract costs and the renewal will not obligate general funds.

Goal Impact: The City's support of Project Access address the goals of Economic Vitality and Affordable Living by providing prescription drugs and healthcare services at no cost to the low-income.

Legal Considerations: The Department of Law has approved the contract renewal as to form.

Recommendation/Action: It is recommended that the City Council approve renewal of the Project Access Contract and authorize the necessary signatures.

Attachments: Contract renewal document

**AMENDMENT TO THE COMMUNITY SERVICES BLOCK GRANT CONTRACT
BETWEEN THE CITY OF WICHITA
AND THE CENTRAL PLAINS REGIONAL HEALTH CARE FOUNDATION, INC.**

This contract amendment for the provision of physician-authorized medications, medical supplies and durable medical equipment is entered into October 27, 2009 by and between the City of Wichita (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, on the 1st day of September 2007 the above named entities were parties to a contract with the caption as set out above; and

WHEREAS, on the 1st day of September 2008 the above named parties amended said contract to enact the first renewal option of the contract for one additional one-year period; and

WHEREAS, on the 2nd day of December 2008 the above named parties amended said contract to revise the project budget; and

WHEREAS, on the 2nd day of June 2009 the above named parties amended said contract to increase the income eligibility guidelines for participant services; and

WHEREAS, the above named parties now wish to modify and amend said contract for the purpose of enacting the second renewal option of the contract, under the same terms and conditions of the amended contract, for one additional one-year period.

NOW, THEREFORE, the above parties, in order to exercise the second renewal option of the June 2, 2009 amended contract and to confirm the original intent of that amended contract, listed as Attachment A-3 of this amendment, hereby agree, covenant and contract with each other that effective September 1, 2009 the terms of the agreement are hereby reaffirmed and reexecuted for and on behalf of these parties except for the following amendments, modifications, and changes indicated below.

1. Contract, first paragraph, page 1, and Section 2. TIME OF PERFORMANCE, page 1, is hereby amended to renew the contract from September 1, 2009 through August 31, 2010.

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Community Services Block Grant, Project Access

Central Plains Regional Health Care Foundation, Inc.

Contract Number _____.

Christopher Moeller, M.D., President

Date

CITY OF WICHITA

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Date

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council Members

SUBJECT: Sidewalk Repair and Sidewalk Cleaning Assessment Program (Districts I, II, III, IV and VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Assessments and Ordinances.

Background: State Law and City Policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs, either with their contractor or with the City's contractor, or clean the sidewalk if needed. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Sidewalks are condemned in all districts and then listed in a logical order for the contractor to repair. The first list of sidewalk repair included all Districts. The lists do not go to City Council until the sidewalks have been repaired. This is the second list of sidewalks that has been repaired under this year's contract.

Analysis: Ordinances have been prepared to establish authority to use special assessment funding for the current list of repaired and cleaned sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on November 6, 2009. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at which the August 2009 bond sold. The principal and interest will then be spread over 5-years and placed on the 2010 tax roll.

Goal Impact: This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal and the Ensure Efficient Infrastructure goal by reducing sidewalk trip hazards and improving the appearance of sidewalks.

Legal Considerations: These assessments are in accordance with City Code 10.12.180.

Recommendation/Action: It is recommended that the City Council approve the proposed Assessments and place the Ordinance on first reading.

Attachments: Property Address – Special Assessment

<u>Property Address for Sidewalk Repair</u>	<u>Total Cost</u>	<u>District No</u>
517 S. Sycamore	\$ 138.80	4
1302 University	854.00	4
1306 University	964.00	4
1310 University	634.00	4
1316 University	150.00	4
1320 University	170.00	4
1945 W 18 th St N	1,002.80	6
2011 N Porter	472.00	6
2055 N Porter	556.80	6
1201 W Riverside	601.20	6
1303 N Broadway	2,705.20	6
1257 N Broadway	1,584.00	6
1230 N Broadway	716.50	6
V/L SE of Broadway & 12 th St N	850.00	6
4960 E 21 st St N	495.60	1
1500 N Vassar	458.80	1
1506 N Vassar	466.80	1
1510 N Vassar	774.00	1
1516 N Vassar	228.40	1
1522 N Vassar	719.60	1
1530 N Vassar	297.20	1
1542 N Vassar	470.00	1
1544 N Vassar	529.20	1
1554 N Vassar	177.20	1
1557 N Vassar	2,338.80	1
1547 N Vassar	591.60	1
1543 N Vassar	134.00	1
1537 N Vassar	143.60	1
1529 N Vassar	220.40	1
1525 N Vassar	220.40	1
1515 N Vassar	191.60	1
1501 N Vassar	1,110.00	1
1643 N Vassar	360.00	1
1625 N Vassar	358.00	1
1621 N Vassar	398.00	1
1603 N Vassar	264.00	1
1703 N Vassar	1,478.00	1
1717 N Vassar	266.00	1
1725 N Vassar	686.10	1
1750 N Vassar	366.00	1
1720 N Vassar	174.80	1
1714 N Vassar	588.00	1
1519 N Vassar	300.40	1
1607 N Vassar	370.00	1
1554 N Fairmount	689.20	1
1604 N Fairmount	455.60	1
1610 N Fairmount	153.20	1
1622 N Fairmount	153.20	1
1636 N Fairmount	207.60	1
1647 N Fairmount	156.00	1
1643 N Fairmount	342.00	1
1609 N Fairmount	474.00	1
3425 E 16 th St N	1,774.00	1

9303 N Parkmont	542.00	2
3801 E Harry	2,786.80	3
3222 E 12 th St N	226.80	1
3261 E 12 th St N	132.40	1
3223 E 12 th St N	487.60	1
1350 N Hillside	156.40	1
1333 N Vassar	342.00	1
1404 N Vassar	249.20	1
1408 N Vassar	198.00	1
1410 N Vassar	955.60	1
1414 N Vassar	306.80	1
1426 N Vassar	490.80	1
1432 N Vassar	202.80	1
1438 N Vassar	329.20	1
1442 N Vassar	198.00	1
1450 N Vassar	335.60	1
1454 N Vassar	591.60	1
1457 N Vassar	134.00	1
1451 N Vassar	226.80	1
1457 N Fairmount	358.00	1
1443 N Fairmount	386.80	1
1435 N Fairmount	162.00	1
1429 N Fairmount	162.00	1
1421 N Fairmount	244.00	1
1419 N Fairmount	172.00	1
1417 N Fairmount	298.00	1
1404 N Fairmount	234.00	1
1410 N Fairmount	122.00	1
1414 N Fairmount	322.00	1
1432/36 N Fairmount	838.60	1
1450 N Fairmount	214.00	1
1516 N Fairmount	154.80	1
V/L s of 1542 N Fairmount	214.00	1
1542 N Fairmount	118.00	1
1550 N Fairmount	148.40	1
1547 N Fairmount	218.00	1
1537 N Fairmount	140.00	1
1519 N Fairmount	184.00	1
1501 N Fairmount	388.00	1
3302 E 13 th St N	433.20	1
1402 N Holyoke	206.00	1
1410 N Holyoke	130.80	1
1420 N Holyoke	134.00	1
1438 N Holyoke	204.40	1
1538 N Holyoke	273.20	1
1551 N Holyoke	172.00	1
1547 N Holyoke	156.00	1
1535 N Holyoke	270.00	1
1529 N Holyoke	172.00	1
1527 N Holyoke	268.00	1
1521 N Holyoke	424.00	1
1511 N Holyoke	301.20	1
1501 N Holyoke	260.00	1
1602 N Holyoke	199.60	1

1610 N Holyoke	258.80	1
1626 N Holyoke	444.40	1
1638 N Holyoke	194.80	1
1642 N Holyoke	202.80	1
1704 N Holyoke	162.00	1
1728 N Holyoke	178.00	1
3227 E 17 th St N	244.00	1
1723 N Holyoke	484.00	1
1709 N Holyoke	468.00	1
1705 N Holyoke	106.80	1
3202 E 16 th St N	361.20	1
3518/20 E 14 th St N	329.20	1
3526/28 E 14 th St N	364.40	1
1594 N Gentry	396.40	1
3917 E Regents	394.80	1
3925 E Regents	330.80	1
3929 E Regents	201.20	1
4153 E Regent	198.00	1
1706 N Belmont	146.80	1
1726 N Belmont	135.60	1
1601 N Fountain	388.40	1
1732 N Fountain	134.00	1
1754 N Fountain	143.60	1
1762 N Fountain	191.60	1
1634 N Bluff	649.20	1
1640 N Bluff	522.80	1
1658 N Bluff	426.80	1
1700 N Harvard	424.80	1
3800 E 16 th St N	361.20	1
1757 N Bluff	649.20	1
1751 N Bluff	468.40	1
1745 N Bluff	406.00	1
1739 N Bluff	313.20	1
1733 N Bluff	439.60	1
1727 N Bluff	662.00	1
1721 N Bluff	406.00	1
1715 N Bluff	239.60	1
1707 N Bluff	145.20	1
1701 N Bluff	202.80	1
1708 N Bluff	140.40	1
1716 N Bluff	663.60	1
1722 N Bluff	359.60	1
1728 N Bluff	132.40	1
1734 N Bluff	556.40	1
1740 N Bluff	246.00	1
1746 N Bluff	262.00	1
1752 N Bluff	772.40	1
1758 N Bluff	343.60	1
1728 N Harvard	265.20	1
1736 N Harvard	382.00	1
1742 N Harvard	337.20	1
1747 N Harvard	218.80	1
1739 N Harvard	486.00	1
1709 N Harvard	271.60	1

3602 E 16 th St N	191.60	1
1706 N Yale	167.60	1
1720 N Yale	138.80	1
1722 N Yale	137.20	1
1738 N Yale	135.60	1
1749 N Roosevelt	1,062.00	1
1741 N Roosevelt	705.20	1
1733 N Roosevelt	465.20	1
1725 N Roosevelt	468.40	1
1724 N Roosevelt	458.00	1
1732 N Roosevelt	386.80	1
1740 N Roosevelt	820.40	1
1748 N Roosevelt	790.00	1
2525 N Woodlawn	223.60	1
6825 E 21 st St N	874.80	1
6835 E 21 st St N	153.20	1
6959 E 21 st St N	520.20	1
7101 E 21 st St N	273.20	2
256 N Green	470.00	1
2528 E 2 nd St N	166.00	1
2510 E 2 nd St N	108.40	1
2502 E 2 nd St N	250.80	1
2501 E 2 nd St N	255.60	1
2529 E 2 nd St N	545.20	1
1920 E 2 nd	243.20	1
310 N Hydraulic	620.00	1
2524 Columbine	330.80	6
2532 Columbine	151.60	6
2550 Columbine	486.00	6
2262 Manhattan	150.00	6
2256 Manhattan	230.00	6
2250 Manhattan	228.40	6
2238 Manhattan	300.40	6
2230 Manhattan	134.00	6
2224 Manhattan	230.00	6
2218 Manhattan	241.20	6
2210 Manhattan	148.40	6
2204 Manhattan	150.00	6
1145 Crowley	140.40	3
1139 Crowley	140.40	3
1127 Crowley	132.40	3
1107 Crowley	65.60	3
1120 Crowley	134.00	3
1136 Crowley	418.80	3
1138 Crowley	382.00	3
1140 Crowley	218.80	3
1144 Crowley	138.80	3
545 N Carriage Parkway	2,989.05	1
3211 E 12 th St N	1,025.48	1

<u>Property Address for Sidewalk Cleaning</u>	<u>Total Cost</u>	<u>District No</u>
1594 N Gentry	102.21	1
1403 N Yale	103.48	1

1738 N Fountain	103.48	1
2255 N Broadway	106.52	6

Published In The Wichita Eagle On November 6, 2009

ORDINANCE NO. 48-552

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 1202-1204-1206-1208-1210-1212 LAWRENCE AVE BUSH'S ADD	2,705.20
LOTS 293-295 LAWRENCE AVE. HYDE & FERRELL'S ADD.	1,584.00
ODD LOTS 109 TO 123 INC RIVERSIDE AVE. RIVERSIDE ADD.	601.20
LOT 12 BLOCK 3 RIVERLAWN HEIGHTS ADD.	150.00
LOT 13 BLOCK 3 RIVERLAWN HEIGHTS ADD.	148.40
LOT 14 BLOCK 3 RIVERLAWN HEIGHTS ADD.	241.20

LOT 15 BLOCK 3 RIVERLAWN HEIGHTS ADD.	230.00
LOT 16 BLOCK 3 RIVERLAWN HEIGHTS ADD.	134.00
LOT 17 BLOCK 3 RIVERLAWN HEIGHTS ADD.	300.40
LOT 19 BLOCK 3 RIVERLAWN HEIGHTS ADD.	228.40
LOT 20 BLOCK 3 RIVERLAWN HEIGHTS	230.00
LOT 21 BLOCK 3 RIVERLAWN HEIGHTS ADD.	150.00
LOT 10 BLOCK 14 RIVERLAWN HEIGHTS ADD.	330.80
LOT 11 BLOCK 14 RIVERLAWN HEIGHTS ADD.	151.60
LOT 14 BLOCK 14 RIVERLAWN HEIGHTS ADD.	486.00
PT LOTS 2-3 BEG NE COR LOT 2 S 315 FT W 154 FT SW 125 FT N 115 FT W 95 FT N 268 FT E 375 FT TO BEG. BLOCK A LAKEVIEW ESTATES 2ND. ADD.	556.80

PT LOTS 3-4-6 BEG 415 FT S NE COR LOT 3 W 300 FT S 371.6 FT W 239.12 FT S 205 FT E 518.1 FT N TO BEG. BLOCK A LAKEVIEW ESTATES 2ND. ADD.	1,002.80
BEG 47 FT S NE COR LOT 3 W 154 FT SW 125 FT S TO PT 415 FT S OF S LI LOT 2 E TO E LI LOT 3 N TO BEG BLOCK A LAKEVIEW ESTATES 2ND. ADD.	472.00
LOT 4 VIRGINIA PLACE ADD.	850.00
EVEN LOTS 256 THRU 290 FORREST GROVE ADD.	716.50
LOT 20 BLOCK 7 GARDEN PARK ADD.	134.00
LOT 23 BLOCK 7 GARDEN PARK ADD.	418.80
LOT 24 BLOCK 7 GARDEN PARK ADD.	382.00
LOT 25 BLOCK 7 GARDEN PARK ADD.	218.80
LOT 26 BLOCK 7 GARDEN PARK ADD.	138.80
LOT 8 BLOCK 8 GARDEN PARK ADD.	140.40
LOT 9	140.40

BLOCK 8 GARDEN PARK ADD.	
LOT 11 BLOCK 8 GARDEN PARK ADD.	132.40
LOT 14 BLOCK 8 GARDEN PARK ADD.	65.60
LOTS 51-52 BAKER'S ADD.	620.00
W 50 FT LOTS 85-87-89-91 BUTLER & FISHER'S 2ND. ADD.	243.20
S 100 FT E 17 FT LOT 6 & S 100 FT LOTS 8-10-12 SECOND ST. MAPLE GROVE ADD.	166.00
LOTS 12-14 SECOND ST. SOLOMON'S ADD.	250.80
LOT 16 & W 15 FT LOT 18 SECOND ST. SOLOMON'S ADD.	108.40
LOTS 2-4 GREEN ST. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	470.00
N 75 FT LOTS 1-2-3 & VAC 20 FT ON N SECOND ST FIREBAUGH'S SUB. BLK. 4 CHAUTAUQUA ADD.	545.20
LOTS 10-11 & STRIP ADJ SECOND ST. FIREBAUGH'S SUB. BLK. 4 CHAUTAUQUA ADD.	255.60

LOTS 27-29 VASSAR AVE. FAIRMOUNT PLACE ADD.	342.00
LOTS 47-49-51 12TH. ST. FAIRMOUNT PLACE ADD.	132.40
E 1/2 LOTS 1-3-5 & E 1/2 N 11.66 FT LOT 7 HOLYOKE AVE. ABEL'S ADD.	226.80
LOTS 40-42-44-46 HILLSIDE AVE. FAIRMOUNT ADD.	361.20
LOTS 1-3-5 HOLYOKE AVE. FAIRMOUNT ADD.	244.00
LOTS 23-25-27 HOLYOKE AVE. FAIRMOUNT ADD.	484.00
LOTS 35-37-39 HOLYOKE AVE. FAIRMOUNT ADD.	468.00
LOTS 41-43-45 HOLYOKE AVE. FAIRMOUNT ADD.	106.80
LOTS 99-101 HOLYOKE AVE. FAIRMOUNT ADD.	172.00
LOTS 103-105 HOLYOKE AVE. FAIRMOUNT ADD.	156.00
LOTS 107-109-111	270.00

HOLYOKE AVE. FAIRMOUNT ADD.	
LOTS 117-119 HOLYOKE AVE. FAIRMOUNT ADD.	172.00
LOTS 121-123 HOLYOKE AVE. FAIRMOUNT ADD.	268.00
LOTS 125-127-129 HOLYOKE AVE. FAIRMOUNT ADD.	424.00
LOTS 131-133 HOLYOKE AVE. FAIRMOUNT ADD.	301.20
LOTS 139-141 HOLYOKE AVE. FAIRMOUNT ADD.	260.00
LOTS 24-26 HOLYOKE AVE. FAIRMOUNT ADD.	178.00
LOTS 60-62 HOLYOKE AVE. FAIRMOUNT ADD.	202.80
LOTS 64-66 HOLYOKE AVE. FAIRMOUNT ADD.	194.80
LOTS 68-70-72-74 HOLYOKE AVE. FAIRMOUNT ADD.	444.40
LOTS 86-88 & N 10 FT LOT 90 HOLYOKE AVE FAIRMOUNT ADD.	258.80

LOT 90 EXC N 10 FT-ALL LOTS 92-94 HOLYOKE AVE. FAIRMOUNT ADD.	199.60
LOTS 110-112 HOLYOKE AVE. FAIRMOUNT ADD.	273.20
LOTS 160-162 HOLYOKE AVE. FAIRMOUNT ADD.	204.40
LOTS 174-176-178 HOLYOKE AVE. FAIRMOUNT ADD.	134.00
LOTS 180-182 HOLYOKE AVE. FAIRMOUNT ADD.	130.80
LOTS 184-186 HOLYOKE AVE. FAIRMOUNT ADD.	206.00
LOTS 188-190 HOLYOKE AVE. FAIRMOUNT ADD.	433.20
LOTS 55-57 FAIRMOUNT AVE. FAIRMOUNT ADD.	156.00
LOTS 59-61 FAIRMOUNT AVE. FAIRMOUNT ADD.	342.00
LOTS 83-85-87 FAIRMOUNT AVE. FAIRMOUNT ADD.	474.00
LOTS 103-105-107-109	218.00

FAIRMOUNT AVE. FAIRMOUNT ADD.	
LOTS 111-113 & N 10 FT LOT 115 FAIRMOUNT AVE. FAIRMOUNT ADD.	140.00
LOTS 123-125 FAIRMOUNT AVE. FAIRMOUNT ADD.	184.00
ODD LOTS 127 TO 141 INC FAIRMOUNT AVE EVEN LOTS 122 TO 142 INC. HOLYOKE AVE FAIRMOUNT ADD	388.00
LOTS 143-145-147 FAIRMOUNT AVE. FAIRMOUNT ADD.	358.00
LOTS 153-155-157 FAIRMOUNT AVE. FAIRMOUNT ADD.	386.80
LOTS 159-161-163-165 FAIRMOUNT AVE. FAIRMOUNT ADD.	162.00
LOTS 167-169 FAIRMOUNT AVE. FAIRMOUNT ADD.	162.00
LOTS 171-173 FAIRMOUNT AVE. FAIRMOUNT ADD.	244.00
LOTS 175-177 FAIRMOUNT AVE. FAIRMOUNT ADD.	172.00
LOTS 179-181 FAIRMOUNT AVE. FAIRMOUNT ADD.	298.00

LOTS 66-68 FAIRMOUNT AVE. FAIRMOUNT ADD.	207.60
LOTS 70-72 FAIRMOUNT AVE. FAIRMOUNT ADD.	153.20
LOTS 80-82-84 FAIRMOUNT ST. FAIRMOUNT ADD.	153.20
LOTS 86-88-90-92-94 FAIRMOUNT AVE. FAIRMOUNT ADD.	455.60
LOTS 96-98 FAIRMOUNT AVE. FAIRMOUNT ADD.	689.20
LOTS 100-102 FAIRMOUNT AVE. FAIRMOUNT ADD.	148.40
LOTS 108-110 FAIRMOUNT AVE. FAIRMOUNT ADD.	118.00
LOTS 112-114-116-118 FAIRMOUNT AVE. FAIRMOUNT ADD.	214.00
LOTS 126-128-130-132 FAIRMOUNT AVE. FAIRMOUNT ADD.	154.80
LOTS 144-146-148 FAIRMOUNT AVE. FAIRMOUNT ADD.	214.00
EVEN LOTS 156 TO 166 INC	838.60

FAIRMOUNT AVE. FAIRMOUNT ADD.	
LOTS 176-178-180-182 FAIRMOUNT AVE. FAIRMOUNT ADD.	322.00
LOTS 184-186 FAIRMOUNT AVE. FAIRMOUNT ADD.	122.00
LOTS 188-190 FAIRMOUNT AVE. FAIRMOUNT ADD.	234.00
LOT 21 & N 16 FT LOT 23 VASSAR AVE FAIRMOUNT ADD.	686.10
S 9 FT LOT 23 ALL LOT 25 & N 8 FT LOT 27 VASSAR AVE. FAIRMOUNT ADD.	266.00
LOTS 43-45 VASSAR AVE. FAIRMOUNT ADD.	1,478.00
E 1/2 LOTS 47-49-51-53-55 VASSAR AVE. FAIRMOUNT ADD.	1,774.00
LOTS 57-59-61 VASSAR AVE. FAIRMOUNT ADD.	360.00
LOTS 63-65-67-69-71 VASSAR AVE. FAIRMOUNT ADD.	358.00
LOTS 73-75-77 VASSAR AVE. FAIRMOUNT ADD.	398.00

S 15 FT LOT 85-ALL LOT 87 & N 17 1/2 FT LOT 89-EXC W 15 FT THEREOF VASSAR AVE. FAIRMOUNT ADD.	370.00
S 7 1/2 FT E 135 FT LOT 89 & ALL LOTS 91-93 VASSAR AVE. FAIRMOUNT ADD.	264.00
LOTS 95-97 VASSAR AVE. FAIRMOUNT ADD.	2,338.80
LOTS 103-105 VASSAR AVE. FAIRMOUNT ADD.	591.60
LOTS 107-109 VASSAR AVE. FAIRMOUNT ADD.	134.00
LOTS 111-113 VASSAR AVE. FAIRMOUNT ADD.	143.60
LOTS 115-117 VASSAR AVE. FAIRMOUNT ADD.	220.40
LOTS 119-121 VASSAR AVE. FAIRMOUNT ADD.	220.40
LOTS 123-125 VASSAR AVE. FAIRMOUNT ADD.	300.40
LOTS 127-129 VASSAR AVE. FAIRMOUNT ADD.	191.60
S 20 FT LOT 135 & ALL LOTS	1,110.00

137-139-141 VASSAR AVE. FAIRMOUNT ADD.	
LOTS 143-145 VASSAR AVE. FAIRMOUNT ADD.	134.00
LOTS 147-149 VASSAR AVE. FAIRMOUNT ADD.	226.80
LOTS 2-4-6 & N 18.75 FT LOT 8 & 15 FT VAC ST N & ADJ TO LOT 2 VASSAR AVE FAIRMOUNT ADD	366.00
LOTS 22-24-26-28-30 VASSAR AVE. FAIRMOUNT ADD.	174.80
LOTS 32-34-36-38 VASSAR AVE. FAIRMOUNT ADD.	588.00
LOTS 96-98 VASSAR AVE. FAIRMOUNT ADD.	177.20
LOTS 108-110 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	529.20
LOTS 112-114 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	470.00
LOTS 120-122 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	297.20
LOTS 124-126 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	719.60

LOTS 128-130 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	228.40
LOTS 132-134 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	774.00
LOTS 136-138 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	466.80
LOTS 140-142 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	458.80
LOTS 144-146 & N 20 FT LOT 148 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	591.60
S 5 FT LOT 148-ALL LOTS 150-152 & N 5 FT LOT 154 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	335.60
S 20 FT LOT 154-ALL LOT 156 & N 15 FT LOT 158 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	198.00
S 10 FT LOT 158-ALL LOTS 160-162 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	329.20
LOTS 164-166 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	202.80
LOTS 168-170-172 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	490.80
LOTS 174-176-178	306.80

VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	
LOTS 180-182 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	955.60
LOTS 184-186 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	198.00
LOTS 188-190 VASSAR AVE. REPLAT OF PT OF FAIRMOUNT ADD.	249.20
E1/2 LOTS 135-137-139-141 & 1/2 VAC ST ADJ ON E YALE AVE. REPLAT OF PT OF FAIRMOUNT ADD.	364.40
W 1/2 LOTS 135-137-139-141 YALE AVE. REPLAT OF PT OF FAIRMOUNT ADD.	329.20
E 63 FT OF TR - BEG 340 FT E & 602.66 FT S NW COR NW1/4 S 190 FT W 149 FT N 190 FT E TO BEG SEC 14-27-1E	487.60
BEG 130 FT E & 602.66 FT S NW COR NW1/4 S 190 FT E 61 FT N 190 FT W TO BEG SEC 14-27-1E	1,025.48
LOT 16 YALE AVE. L. R. GORDON ADD.	135.60
LOTS 26-28 YALE AVE. L. R. GORDON ADD.	137.20
LOT 32 YALE AVE. L. R. GORDON ADD.	138.80

LOT 40 YALE AVE. L R GORDON ADD.	167.60
LOTS 42-44-46 YALE AVE. L. R. GORDON ADD.	191.60
S 20 FT LOT 5-ALL LOTS 7-9 HARVARD AVE. L R GORDON ADD.	218.80
LOTS 11-13 & N 20 FT LOT 15 HARVARD AVE. L. R. GORDON ADD.	486.00
S 15 FT LOT 33-ALL LOTS 35-37-39- 41-43-45 HARVARD AVE. L. R. GORDON ADD.	271.60
S 15 FT LOT 8-ALL LOTS 10-12-14 HARVARD AVE. L R GORDON ADD.	337.20
LOTS 16-18-20 & N 5 FT LOT 22 HARVARD AVE L R GORDON ADD	382.00
S 20 FT LOT 22-ALL LOTS 24-26 & N 10 FT LOT 28 HARVARD AVE. L.R. GORDON ADD.	265.20
LOTS 42-44-46 HARVARD AVE. L. R. GORDON ADD.	424.80
LOT 1 EXC N 30 FT & LOT 2 BLOCK D YALE HEIGHTS ADD.	396.40
LOT 11	202.80

BLOCK A UNIVERSITY PARK 2ND. ADD.	
LOT 12 BLOCK A UNIVERSITY PARK 2ND. ADD.	145.20
LOT 13 BLOCK A UNIVERSITY PARK 2ND. ADD.	239.60
LOT 14 BLOCK A UNIVERSITY PARK 2ND. ADD.	406.00
LOT 15 BLOCK A UNIVERSITY PARK 2ND. ADD.	662.00
LOT 16 BLOCK A UNIVERSITY PARK 2ND. ADD.	439.60
LOT 17 BLOCK A UNIVERSITY PARK 2ND. ADD.	313.20
LOT 18 BLOCK A UNIVERSITY PARK 2ND. ADD.	406.00
LOT 19 BLOCK A UNIVERSITY PARK 2ND. ADD.	468.40
LOT 20 BLOCK A UNIVERSITY PARK 2ND. ADD.	649.20
LOT 1 BLOCK C UNIVERSITY PARK 2ND. ADD.	426.80

LOT 4 BLOCK C UNIVERSITY PARK 2ND. ADD.	522.80
LOT 5 BLOCK C UNIVERSITY PARK 2ND. ADD.	649.20
LOT 7 BLOCK C UNIVERSITY PARK 2ND. ADD.	388.40
LOT 1 BLOCK D UNIVERSITY PARK 2ND. ADD.	343.60
LOT 2 BLOCK D UNIVERSITY PARK 2ND. ADD.	772.40
LOT 3 BLOCK D UNIVERSITY PARK 2ND. ADD.	262.00
LOT 4 BLOCK D UNIVERSITY PARK 2ND. ADD.	246.00
LOT 5 BLOCK D UNIVERSITY PARK 2ND. ADD.	556.40
LOT 6 BLOCK D UNIVERSITY PARK 2ND. ADD.	132.40
LOT 7 BLOCK D UNIVERSITY PARK 2ND. ADD.	359.60
LOT 8	663.60

BLOCK D UNIVERSITY PARK 2ND. ADD.	
LOT 9 BLOCK D UNIVERSITY PARK 2ND. ADD.	140.40
LOT 1 BLOCK E UNIVERSITY PARK 2ND. ADD.	191.60
LOT 2 BLOCK E UNIVERSITY PARK 2ND. ADD.	143.60
LOT 6 BLOCK E UNIVERSITY PARK 2ND. ADD.	134.00
LOT 10 BLOCK G UNIVERSITY PARK 2ND. ADD.	198.00
LOT 15 BLOCK G UNIVERSITY PARK 2ND. ADD.	146.80
LOT 18 BLOCK G UNIVERSITY PARK 2ND. ADD.	135.60
LOT 1 BLOCK H UNIVERSITY PARK 2ND. ADD.	394.80
LOT 3 BLOCK H UNIVERSITY PARK 2ND. ADD.	330.80
LOT 4 BLOCK H UNIVERSITY PARK 2ND. ADD.	201.20

LOT 1 UNIVERSITY COURTS 2ND. ADD.	1,062.00
LOT 2 UNIVERSITY COURTS 2ND. ADD.	705.20
LOT 3 UNIVERSITY COURTS 2ND. ADD.	465.20
LOT 4 UNIVERSITY COURTS 2ND. ADD.	468.40
LOT 5 UNIVERSITY COURTS 2ND. ADD.	458.00
LOT 6 UNIVERSITY COURTS 2ND. ADD.	386.80
LOT 7 UNIVERSITY COURTS 2ND. ADD.	820.40
LOT 8 UNIVERSITY COURTS 2ND. ADD.	790.00
BEG SW COR LOT 1 N 123 FT E 130 FT S 73 FT E 150 FT S 50 FT TO SE COR LOT 1 W 280 FT TO BEG. W. F. FARHA SECOND ADD.	156.40
LOT 1 TROMBOLD ADD.	361.20
BLOCK 1 EXC N 10 FT DED FOR ST &	2,786.80

EXC BEG 566 FT E & 42 FT S OF NW COR S 116.505 FT W 103 FT N 116.505 FT E 103 FT TO BEG & EXC BEG 745 FT E NW COR E 120 FT S 150 FT W 120 FT N 150 FT TO BEG WOOD PLAZA ADD	
LOT 3 EXC N 440 FT UNIVERSITY GARDENS 2ND. ADD.	495.60
THAT PART LOT 2 BEG NE COR LOT 3 N 200 FT E 148.65 AFT SLY ALG CUR 203.43 FT W 138.6 FT TO BEG BLOCK 1 CENTRAL AVENUE PLAZA ADD	3,989.05
LOT 1 BLOCK 1 NORTHBOROUGH 2ND. ADD.	273.20
LOT 1 BLOCK 5 PEBBLEBROOK ADD.	542.00
LOT 1 EXC BEG NW COR E 142 FT S 40 FT E 10 FT S 125 FT W 152 FT N 165 FT TO BEG BLOCK 1 SPORTS & RECREATION ADDITION	153.20
LOT 2 BLOCK 1 SPORTS & RECREATION ADD	520.20
LOTS 29-30 EXC E 5 FT FOR HWY CC A-60844 KAEISER'S 2ND. ADD.	138.80
LOTS 5-7 UNIVERSITY AVE COOP'S GROVE ADD.	170.00
LOTS 9-11 UNIVERSITY AVE COOP'S GROVE ADD.	150.00

LOTS 13-15 UNIVERSITY AVE COOP'S GROVE ADD.	634.00
LOTS 17-19 UNIVERSITY AVE. COOP'S GROVE ADD.	964.00
LOTS 21-23 UNIVERSITY AVE COOP'S GROVE ADD.	854.00
THAT PART LOT 1 BEG NW COR E 142 FT S 40 FT E 10 FT S 125 FT W 152 FT TO W LI N 165 FT TO BEG BLOCK 1 SPORTS & RECREATION ADDITION	874.80
LOT 1 EXC BEG NW COR SE 256.71 FT E 633.66 FT N 170 FT W 826.45 FT TO BEG BLOCK 1 VOICESTREAM ADD.	223.60
EVEN LOTS 40 TO 46 INC. HOLYOKE AVE FAIRMOUNT ADD	162.00

SECTION 2. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2010**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **3rd day of November, 2009**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Published In The Wichita Eagle on November 6, 2009

ORDINANCE NO. 48-553

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PROVIDE A TAX LEVY FOR THE COST OF **SIDEWALK CLEANING** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of sidewalk cleaning:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
LOTS 1-3 & N 15 FT LOT 5 BLOCK 1 HIGHLAND ADD.	106.52
LOT 10 BLOCK B YALE HEIGHTS ADD.	103.48
LOT 1 EXC N 30 FT & LOT 2 BLOCK D YALE HEIGHTS ADD.	102.21
LOT 5 BLOCK E UNIVERSITY PARK 2ND. ADD.	103.48

SECTION 2. The costs of cleaning sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2010**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the

rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **3rd day of November 2009**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
October 27, 2009**

TO: Mayor and City Council

SUBJECT: Planeview Community Library Memorandum of Agreement – District III

INITIATED BY: Library

AGENDA: Consent

Recommendation: Approve the agreement renewal and authorize the designated signatures.

Background: Since the summer of 2003, public library service for the Planeview neighborhood has been delivered through a partnership between Colvin Elementary School and the Wichita Public Library. A memorandum of agreement establishes the framework for shared decision-making concerning the design and delivery of library service. The original agreement was for a twelve-month period with a requirement that the document be reviewed on an annual basis. Staff from the school district and the public library has completed the review process and have reached consensus on a revised agreement to guide operation for the 2009-2010 year.

Analysis: During 2008, 2,544 items were circulated to the public from the Planeview Community Library. Approximately 58% of the use was for children's materials with the remaining 42% items for adults. The proposed agreement updates the schedule of in-service closings, clarifies the schedule upon which fee reimbursements are paid to the public library and confirms that Wichita Public Library staff will actively promote participation in summer reading programs offered through this library. The Library Board reviewed the agreement on October 20 and recommends approval. The USD259 School Board is scheduled to receive and act upon the proposed agreement on October 26.

Financial Considerations: As part of the Library's 2010 materials budget reduction, the agreement eliminates dedicated funding for the purchase of new materials to be assigned to the Planeview Library but does not prevent the Library from assigning new items to that location as may be appropriate. Approximately 7,400 city-owned items remain in the shared library collection. Assistance with special programs has been incorporated into the public library's youth outreach service schedule. Costs to transport public library materials to and from the Library are incorporated into the Library's branch delivery route. All other operational expenses are the responsibility of the school district.

Goal Impact: The agreement helps to address the community's Quality of Life by expanding access to the information and recreation resources of the public library system.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council endorse the City's participation in the partnership for an additional year and authorize the Mayor to sign the memorandum of agreement.

Memorandum of Agreement

For delivery of library service from the Colvin School Library

Revised October 2009

This Memorandum of Agreement provides guidelines for operation of the Colvin Elementary School library, open to the community by the Wichita Public Schools in partnership with the City of Wichita through the Wichita Public Library and to be known as the Planeview Community Library.

HOURS OF OPERATION. The hours of operation of the Planeview Community Library will be 10:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of the following school holidays: Dr. Martin Luther King Day, Spring Recess, Memorial Day, Independence Day, Labor Day, Veteran's Day, Fall Recess and Winter Recess. The Library will also be closed on the following in-service days: September 8, 2009; October 19, 2009; November 25, 2009; December 21-22, 2009; January 19, 2010; February 12, 2010; April 2, 2010 and April 5, 2010. Additional closings may be authorized by the Colvin school principal with at least one week's notice given to the Public Library to allow for sufficient notification to the community.

OPERATIONAL EXPENSES. Wichita Public Schools will be responsible for the following operational expenses of the Planeview Community Library: staffing, utilities including telecommunications expenses and support, maintenance and support of the integrated library automation system, custodial services, operation and maintenance of plant facilities, liability and hazard insurance. Wichita Public Schools also will be responsible for the purchase and maintenance of a library materials collection sufficient to meet the educational and curriculum needs of the Colvin students and staff.

The City of Wichita on behalf of the Wichita Public Library will be responsible for maintenance of a collection of adult, young adult and children's materials to allow for expanded service to the Planeview community and will provide print materials to support summer reading programs.

PROMOTION. Wichita Public Schools will maintain a direct telephone line (973-7609) which will be the published public number for the Planeview Community Library. The Wichita Public Library will include the Planeview Community Library in all listings of its library facilities. Colvin Elementary School will regularly distribute information about the Planeview Community Library and its services to students, parents and other members of the Colvin/Planeview community. All media releases concerning

programs, services or activities of the Planeview Community Library will be jointly prepared and distributed by Wichita Public Schools and the City of Wichita.

COLLECTION DEVELOPMENT. An Advisory Committee led by the Wichita Public Schools' Supervisor of Library Media Operations will meet in February of each year to provide recommendations for collection changes. Committee members will include school district and City staff along with a culturally diverse group of community representatives. In addition to the Supervisor of Library Media Operations, school district representatives on the committee will include the Colvin Elementary School Principal and Librarian and the Jardine Middle School Librarian. City staff serving on the committee will include the Director of Libraries, the Wichita Public Library's Coordinator of Collection Development, and the District 3 Neighborhood Assistant or his/her designee. Community representatives on the committee will include a member of the Colvin Site Council to be appointed by the School Principal, the Library Board President or his/her designee, and the President of the Planeview Neighborhood Association or his/her designee.

The Wichita Public Library will be responsible for maintaining materials collections for young adults and adults, and will supplement materials collections for children. The collection size and scope of materials assigned to the Planeview Community Library will be determined by available space, feedback from the Advisory Committee and use statistics. Final decisions about city-owned materials assigned to the Planeview Community Library will fall within the requirements of the Wichita Public Library Collection Development Policy and will be the responsibility of the Wichita Public Library Collection Development Manager. Attachment A to this agreement outlines the collection development plan for the city-owned materials.

All new Wichita Public Library acquisitions to be added to the Planeview Community Library collection will be sent through the Wichita Public Schools Library Media Services Department for addition to the integrated library automation system prior to being made available to Planeview customers.

The Wichita Public Schools will be responsible for maintaining materials collections for elementary school students and staff. The collection size and scope of materials will be determined by available space, feedback from the Advisory Committee and use statistics. Final decisions about school-owned materials assigned to the Planeview Community Library will fall within the requirements of the Wichita Public Schools' Policies and will be the responsibility of the Colvin School Librarian. Attachment B to this agreement outlines the collection development plan for school-owned materials.

ACQUISITIONS BUDGETS. Using the mutually agreed upon collection development plan as its guide, the Wichita Public Schools will be solely responsible for the purchase of materials made through the Colvin Elementary library materials budget and community donations to the school's library gift fund.

Using the mutually agreed upon collection development plan as its guide, the City of Wichita through the Wichita Public Library will be solely responsible for the assignment of materials to be added to the public library collections maintained for use at Planeview.

As appropriate, the Planeview Community Library collection development team will work with Wichita Public Schools and Wichita Public Library Foundation grant-writing staff to identify and solicit private sector funding for enhancement of the Planeview Library materials collection. Each grant will include a specific collection program, a time frame for purchases, and a designation about the entity responsible for grant administration. To ensure coordination of effort, neither the Wichita Public Schools corporately or on behalf of Colvin Elementary School nor the City of Wichita corporately or on behalf of the Wichita Public Library will solicit grant funding or donations for the Planeview Community Library without notifying the members of the collection development team and the grant-writing offices of the respective entities.

COLLECTION MANAGEMENT. Wichita Public Schools will be responsible for the following tasks:

- Use of the integrated library automation system for circulation and inventory control
- The addition of all Planeview Community Library materials, including those owned by the City of Wichita, to the integrated library automation system
- Delivery of new city-owned Planeview Community Library materials from Library Media Services to Colvin Elementary School
- Customer access to the On-Line Public Access Catalog
- Inventory control, mending and discarding of library materials owned by the school district
- An arrangement of furniture, equipment and shelving within the Planeview Community Library space that ensures ADA compliance and ease of customer access to materials during all hours of library operation
- Generation of Planeview Community Library use statistics to be submitted to the Wichita Public Library's Support Services Manager from the integrated library automation system on no less than a monthly basis

The Wichita Public Library will be responsible for the following tasks:

- Maintenance of a patron account for the Planeview Community Library
- The addition of all city-owned items assigned to the Planeview Community Library to the public library automation system
- Delivery of new city-owned Planeview Community Library materials from the Wichita Public Library Central Branch to the Wichita Public Schools Library Media Services Department where they will be processed and added into the Colvin inventory
- Maintenance of a web-based public access catalog for information about Wichita Public Library holdings, including those assigned to the Planeview Community Library
- Inventory control, mending and discarding of all library materials owned by the City of Wichita
- Inclusion of the Planeview Community Library on the delivery route of the branch library courier
- Coordination with City IT/IS staff to provide an ADA compliant computer workstation within the Colvin Neighborhood City Hall

FEES AND FINES. Colvin school staff will be responsible for establishing the schedule of fees and fines for Planeview Community Library services. Colvin students will not be charged fines for overdue materials borrowed from the Library. Fees will be charged for overdue, lost and damaged materials loaned from the Planeview Community Library to community customers. Fees for lost and damaged materials owned by the Wichita Public Library will become revenue of the City of Wichita. Fees for lost and damaged materials owned by the Wichita Public Schools will be placed in the Colvin Library Gift Fund and will be used to purchase new or replacement library resources.

OPERATIONAL POLICIES AND PROCEDURES. Policies and procedures for use of the Planeview Community Library will be developed and implemented by Colvin school staff. As requested, Public Library staff will share information about their operational policies and will assist with training school staff in the implementation of these policies and procedures as appropriate.

All circulation activities of the Planeview Community Library will be transacted through the Wichita Public Schools' integrated library automation system. Wichita Public Library borrower's accounts will not be used in this location. Wichita Public Library customers may establish supplemental borrowing privileges for the Planeview Community Library. Outstanding issues with Wichita Public Library customer accounts will prevent the creation or use of borrowing privileges from the Planeview Community Library. Similarly, outstanding issues with Planeview Community Library customer accounts will prevent the creation or use of borrowing privileges from the Wichita Public Library.

Planeview Community Library customers wishing to use Wichita Public Library materials not available in the Planeview collection but available from other Wichita Public Library locations may do so by placing reserve requests through the web-based public access catalog or by making interlibrary loan requests through the Colvin library staff. Items will be processed by the Wichita Public Library as “interlibrary loans” made to the Planeview Community Library. Reserve/transfer fees will not be charged but all other interlibrary loan protocols and policies will apply.

Items loaned from the Planeview Community Library may be returned to any Wichita Public Library location but will not be removed from customer accounts until the items are received at Colvin. Items loaned from the Wichita Public Library may be returned to the Planeview Community Library but will not be removed from customer accounts until the items are received at a Wichita Public Library facility. Late fees will be based upon the date on which items are returned by customers as documented by library staff rather than the date on which items will be removed from customer accounts. When outstanding fees reach \$10.00, the Wichita Public Library may refer the customer’s account to collection. Fees collected from the Planeview Community Library on behalf of the Wichita Public Library will be submitted every September and March to the Customer Services Manager.

The Planeview Community Library will participate in programming such as the Wichita Public Library Summer Reading Club and Teen Read programs and other special programs and events when available.

Wichita Public Library staff will schedule times to be at the Planeview Community Library to complete Summer Reading registrations and will ensure that training materials are provided to school library staff to help them complete registrations throughout the remainder of the reading programs.

Public access computer workstations may be added to the service mix of the Planeview Community Library if suitable hardware can be obtained from grants or gifts. If received, workstations will become the property of the Wichita Public Schools. Workstations will be added to the school telecommunications network, will be supported and maintained by Wichita Public Schools staff and will be subject to rules of use established by the Colvin principal and staff.

Regularly scheduled meetings of school district and public library staff will be used as a method to ensure ongoing communication and delivery of effective and efficient service from the Planeview Community Library. The Colvin School Principal will schedule and facilitate these meetings. In addition to the

Principal, the Colvin School Librarian and the Wichita Public Library's Coordinator of Customer Services and Coordinator of Collection Development will comprise this problem-solving group. The Wichita Public Schools' Supervisor of Library Media Operations and the Wichita Public Library's Director of Libraries will participate in meetings on an as-needed basis.

TERM OF AGREEMENT. This Memorandum of Agreement shall renew each November 1 unless the Wichita Public Schools or the City of Wichita provides the other party written notice not later than sixty days prior to an upcoming November 1 that the Agreement will not be renewed. In addition, either party may terminate this Memorandum of Agreement at any time upon an event of default by the other party. An event of default occurs when either party is in violation of a term of the Memorandum of Agreement and the other party provides written notice of violation and the violation is not corrected within sixty (60) days of receipt of the notice. Upon a party's failure to correct a violation, the Agreement can be terminated by the non-violating party providing fifteen days advance written notice of termination to the violating party.

Upon termination of this Agreement, the City of Wichita will remove books and other property from the Colvin School Library that were purchased with City funds. All other real and personal property that is part of the Colvin School Library will be retained by the Wichita Public Schools upon termination. Upon termination, the Colvin School Library will no longer operate as or be a part of the Wichita Public Library System.

AMENDMENTS. The parties agree that no changes, additions or modifications to this agreement may be made except by written addendum signed by all parties. Terms of this agreement, including a program budget, shall be reviewed on an annual basis and approved by the Wichita Public Schools Board of Education and the Wichita City Council. The Supervisor of Library Media Operations for the Wichita Public Schools will schedule this meeting.

SUPERSEDING PRIOR AGREEMENTS. This 2009 Memorandum of Agreement supersedes and replaces all previous agreements entered into between the parties hereto that relate to library services at the Colvin School Library.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Agreement to be effective as of the date of its signing:

Carl Brewer, Mayor

Barbara Fuller, President
USD 259 Board of Education

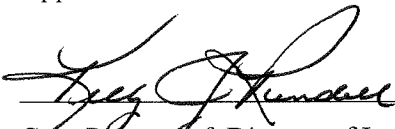
Susan Estes, President
Library Board of Directors

Attest:

Karen Sublett, City Clerk

Mike Willome, Clerk of the Board

Approved as to Form:


for Gary Rebenstorf, Director of Law

Attachment A:

Wichita Public Library Collection Development Plan for the Planeview Community Library

The City of Wichita's collections at the Planeview Community Library will include the juvenile fiction, non-fiction and picture books formerly assigned to the Planeview Branch Library, approximately 2000 print items for young adults and adults, and 200-300 non-print materials. No items will be included in the Planeview collection which is not also available in at least one other Wichita Public Library location.

Young adult and adult print materials will be shelved on four mobile units arranged in an "L" around a sitting area with chairs, tables and a magazine rack placed just inside the library entrance. Non-print materials will be kept in a locked case behind the customer service desk to be accessed only by library staff.

The print collections will emphasize life-skill and self-help materials for the Planeview community with a small popular materials component. Reference, educational, self-help, self-improvement and other topics of general interest will be represented. Paperback editions will be purchased when currency, availability and popularity is a factor.

Non-print spoken materials will be language instructional materials only.

The video and DVD collection will include a mixture of popular and educational titles.

The fiction collection will be a small (100) collection of popular titles. Some paperbacks will be a part of this collection. Up to 1/3 of the fiction collection will be comprised of titles appropriate for young adults.

The non-fiction collection will be primarily available for checkout, although a small reference collection (50-60 titles) will be provided. Non-fiction selections appropriate for middle school homework support will be included. Areas of emphasis for the non-fiction collection will be as follows:

000s – computer manuals, circulating copy of Guinness world records

100s – self-help

200s – book of saints, bibles and other religious texts

300s – education, law, personal finance and social issues

400s – language support

500s – math, field guides

600s – parenting, health, home repair and improvement, job issues (resume preparation, interviewing skills, etc.)

700s – basic music, drawing, beginning crafts

800s – writing how-tos, poetry anthology

900s – baby names, atlas, Kansas geography and history, US travel guides

Attachment B:

Colvin Elementary School Collection Development Plan for the Planeview Community Library

Each year Colvin Elementary will purchase children's library books for William Allen White (Grades 3-5) and Battle of the Books.

In addition to these annually purchased books, new titles in both easy and fiction, as well as replacement copies for lost and damaged materials will be bought. Non-fiction books will be purchased as needed to keep the collection current. Materials needed to support curriculum initiatives will be purchased.

Books and materials will reflect the community and support literacy for families.

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding with Breakthrough Club

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding With Breakthrough Club.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October, 2000, Access to Jobs has provided over 667,262 rides. By entering into an agreement with the Breakthrough Club, Wichita Transit estimates 1,000 more rides a year to low-income workers. This agreement is a renewal and is the standard agreement Wichita Transit uses with agencies that want to purchase rides through the Access to Jobs program.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that nonprofit agencies offer low-income clients when they are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and the Breakthrough Club (50%). No city funds will be involved in the Access to Jobs program.

Goal Impact: To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Consideration: The City's Law Department has reviewed and approved the Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding and authorize the necessary signatures.

Attachments: Memorandum of Understanding with Breakthrough Club.

MEMORANDUM OF UNDERSTANDING WITH BREAKTHROUGH CLUB

This Memorandum of Understanding serves as the formal basis for assumption of the following performance requirements by Wichita Transit, using funds provided under the Welfare to Work provisions of Title IV, Part A of the Social Security Act, as amended.

It is mutually agreed by and between the Director of Wichita Transit and the CEO of the Breakthrough Club that Wichita Transit will provide all services necessary to carry out the performance criteria outlined in Attachment A and accept payment as proscribed in that document.

During the administration of activities covered by this Memorandum of Understanding, Wichita Transit agrees to comply with all applicable laws, regulations, and policies of the United States, the State of Kansas, and the City of Wichita, including, but not limited to, the following:

1. Equal Opportunity
 - a. Title VI, Civil Rights Act of 1964
 - b. Title IV, Part A of the Social Security Act, as amended
 - c. Executive Order 11246, as amended
 - d. ADA of 1990
 - e. City of Wichita Executive Order No. 1
 - f. City of Wichita Administrative Regulation No. 23
2. Welfare to Work
 - a. Title IV, Part A of the Social Security Act, as amended
3. Access to Jobs
 - a. TEA-21, Section 3037
4. Other
 - a. Federal Labor Standards
 - b. Clean Air Act, as amended
 - c. City of Wichita Administrative Regulations, as applicable
 - d. FTA Drug Free Workplace and Drug and Alcohol Testing Policy

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by the City Council. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over \$10,000. Any change approved by the City Council shall have the full force and effect as all other provisions of the Memorandum of Understanding as though originally fully set out herein. Approval of signatories of the Memorandum of Understanding is not necessary for changes approved by the City Council. Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Signatories

This Memorandum of Understanding shall remain in force for the duration of this grant and subsequent renewal grants, subject to amendments approved by signatories, and termination authority stated in the attachment.

CITY COUNCIL, WICHITA, KANSAS

BREAKTHROUGH CLUB

Carl Brewer, Mayor

Barb Andres, CEO

Attest:

Approved as to form:

Karen Sublett, City Clerk
City of Wichita

Gary Rebenstorf, Dept. of Law
City of Wichita

Attachment A

Performance Criteria

I. Program Description

Service is prepared to begin October 27, 2009, subject to the 50% match basis, for a projected project span of 24 months. Should demand grow as expected, the time span of this grant could shorten. Future Federal Transit Administration (FTA) funding is already earmarked for a continuation of Wichita Transit's initial grant. Partnering agencies will reimburse the City of Wichita for 50% of the cost of each ride provided.

The program concept is to provide transportation to clients of the Breakthrough Club through a coordinated effort of Wichita Transit, local agencies currently having transportation capacity, private transportation providers and cab companies. Service parameters will be within the City of Wichita, 7 days a week, 24 hours a day. Service parameters are expected to grow as local employers and other partnering agencies join the program.

Components of this service plan include:

- a. City staff to develop partnerships and direct, coordinate and schedule transportation.
- b. Transit Center office space will be used as the central focal point for the "one stop shopping" concept.
- c. Contract transportation providers will include human service agencies, cab companies, and private transportation providers.
- a. As demand grows, Wichita Transit retains the option to utilize paratransit vans and add van drivers to establish a core service.

II. Duties and Responsibilities

Wichita Transit will:

1. Provide all administrative services necessary to implement the grant;
2. Submit renewing grant applications in a timely manner to continue the program as need demonstrates;
3. Schedule and coordinate all transportation, coordinating with local transportation providers or provide the service directly;
4. Advise the case manager who the transportation provider will be, i.e., taxi, Wichita Transit van, or other service provider;
5. Accept transportation requests between 8:00AM and 3:00 PM Monday through Friday, legal holidays excepted;
6. Accept cancellations by 3:00 PM prior to the day of scheduled service;
7. Require specified trip origins and destinations from authorizing agencies, including authorized alternative sites for day care of sick children;
8. Transport the number of individuals authorized without specific identification;

9. Transport all qualifying individuals, including those with physical disabilities;
10. Notify the referring agency when a scheduled client does not ride;
11. Not be providing inter-shift emergency transportation;
12. Invoice the referring agency monthly for purchased rides in accordance with the cost analysis in this attachment;
13. Invoice the referring agency for “no shows”, in accordance with the rate(s) set forth in this attachment;
14. Review the cost and service quarterly in the first year, and amend this agreement upon mutual agreement; and
15. Refer all client service coordination efforts to the appropriate case manager.

Breakthrough Club will:

1. Determine the eligibility of clientele based on 150% of current poverty level guidelines;
2. Refer eligible clients to Wichita Transit for transportation services;
3. Provide formal authorization for transportation of specified origins and destinations;
4. Provide formal authorizations for specified individuals;
5. Provide formal notice of cancellation in writing;
6. Schedule service through Wichita Transit;
7. Authorize individuals to participate in the program;
8. Not request inter-shift emergency transportation for clients;
9. Review invoices and notify Wichita Transit of discrepancies;
10. Notify Wichita Transit of service deficiencies immediately; and
11. Timely pay to Wichita Transit the sums due on invoices submitted as described below.

It is mutually agreed by the contracting parties that all necessary services to carry out the performance criteria will be implemented.

III. Method of Payment

Wichita Transit will prepare a monthly invoice with supporting detail and send to the Breakthrough Club by the 30th day of the following month. The Breakthrough Club will initiate a payment by check within 15 days upon verification of the invoice. Wichita Transit and the Breakthrough Club will agree to any adjustments to the invoice.

IV. Funding

Services will only be provided to the extent that a local match has been negotiated, up to the limit of available federal matching funds. The projected time period during which federal funds will be available for this grant is until October 2011; however, should demand grow as expected, the span of this grant could be shortened. Further FTA funding is already earmarked for a continuation of Wichita Transit’s initial grant.

V. Charges for Service

Transportation reimbursements on a per-ride basis by the Breakthrough Club may not be more than the reimbursements made by other agencies or individual organizations for similar service.

VI. Cost Per Ride

The Breakthrough Club's cost per ride is \$10.50 within the City of Wichita. Transportation costs will be reviewed quarterly, subject to revision based on operating costs and historical demand of service. Any change in fee, whether increase or decrease, shall be submitted to MHA for approval in a written form 10 days prior to the fee change.

VII. No-Show Charges

The cost of a no-show trip will be invoiced at one-half the then current full cost of the trip (currently \$4.50).

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding with the Mental Health Association

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding With the Mental Health Association.

Background: The Access to Jobs program provides rides to and from work for low-income workers. Since the start of the program in October, 2000, Access to Jobs has provided 667,262 rides. By entering into an agreement with the Mental Health Association, Wichita Transit estimates 1,200 more rides a year to low-income workers. This agreement is a renewal and is the standard agreement Wichita Transit uses with agencies that want to purchase rides through the Access to Jobs program.

Analysis: Part of the Access to Jobs grant is to provide half the cost of the rides that nonprofit agencies offer low-income clients when they are trying to enter or re-enter the work force. The other half of those expenses are borne by the agency.

Financial Considerations: The Access to Jobs rides will be purchased with grants from FTA (50%) and the Mental Health Association (50%). No city funds will be involved in the Access to Jobs program.

Goal Impact: To promote economic vitality and affordable living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Consideration: The City's Law Department has reviewed and approved the Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council approve the Memorandum of Understanding and authorize the necessary signatures.

Attachments: Memorandum of Understanding with the Mental Health Association.

MEMORANDUM OF UNDERSTANDING WITH THE MENTAL HEALTH ASSOCIATION

This Memorandum of Understanding serves as the formal basis for assumption of the following performance requirements by Wichita Transit, using funds provided under the Welfare to Work provisions of Title IV, Part A of the Social Security Act, as amended.

It is mutually agreed by and between the Director of Wichita Transit and the CEO of the Mental Health Association of South Central Kansas that Wichita Transit will provide all services necessary to carry out the performance criteria outlined in Attachment A and accept payment as proscribed in that document.

During the administration of activities covered by this Memorandum of Understanding, Wichita Transit agrees to comply with all applicable laws, regulations, and policies of the United States, the State of Kansas, and the City of Wichita, including, but not limited to, the following:

1. Equal Opportunity
 - a. Title VI, Civil Rights Act of 1964
 - b. Title IV, Part A of the Social Security Act, as amended
 - c. Executive Order 11246, as amended
 - d. ADA of 1990
 - e. City of Wichita Executive Order No. 1
 - f. City of Wichita Administrative Regulation No. 23
2. Welfare to Work
 - a. Title IV, Part A of the Social Security Act, as amended
3. Access to Jobs
 - a. TEA-21, Section 3037
4. Other
 - a. Federal Labor Standards
 - b. Clean Air Act, as amended
 - c. City of Wichita Administrative Regulations, as applicable
 - d. FTA Drug Free Workplace and Drug and Alcohol Testing Policy

Any significant change in scope and intent of this Memorandum of Understanding shall be considered and approved or disapproved by the City Council. A significant change is defined as a change in program intent, program beneficiaries, basic program guidelines, and any budget or funding change over \$10,000. Any change approved by the City Council shall have the full force and effect as all other provisions of the Memorandum of Understanding as though originally fully set out herein. Approval of signatories of the Memorandum of Understanding is not necessary for changes approved by the City Council. Changes or amendments to this Memorandum of Understanding not submitted to the City Council for approval must be in writing and have the written approval of all signatories of this agreement.

Signatories

This Memorandum of Understanding shall remain in force for the duration of this grant and subsequent renewal grants, subject to amendments approved by signatories, and termination authority stated in the attachment.

CITY COUNCIL, WICHITA, KANSAS

MENTAL HEALTH ASSOCIATION OF
SOUTH CENTRAL KANSAS

Carl Brewer, Mayor

Rose Mary Mohr, CEO

Attest:

Approved as to form:

Karen Sublett, City Clerk
City of Wichita

Gary Rebenstorf, Dept. of Law
City of Wichita

Attachment A

Performance Criteria

I. Program Description

Service is prepared to begin October 27, 2009, subject to the 50% match basis, for a projected project span of 24 months. Should demand grow as expected, the time span of this grant could shorten. Future Federal Transit Administration (FTA) funding is already earmarked for a continuation of Wichita Transit's initial grant. Partnering agencies will reimburse the City of Wichita for 50% of the cost of each ride provided.

The program concept is to provide transportation to clients of the Mental Health Association of South Central Kansas (MHA) through a coordinated effort of Wichita Transit, local agencies currently having transportation capacity, private transportation providers and cab companies. Service parameters will be within the City of Wichita, 7 days a week, 24 hours a day. Service parameters are expected to grow as local employers and other partnering agencies join the program.

Components of this service plan include:

- a. City staff to develop partnerships and direct, coordinate and schedule transportation.
- b. Transit Center office space will be used as the central focal point for the "one stop shopping" concept.
- c. Contract transportation providers will include human service agencies, cab companies, and private transportation providers.
- a. As demand grows, Wichita Transit retains the option to utilize paratransit vans and add van drivers to establish a core service.

II. Duties and Responsibilities

Wichita Transit will:

1. Provide all administrative services necessary to implement the grant;
2. Submit renewing grant applications in a timely manner to continue the program as need demonstrates;
3. Schedule and coordinate all transportation, coordinating with local transportation providers or provide the service directly;
4. Advise the case manager who the transportation provider will be, i.e., taxi, Wichita Transit van, or other service provider;
5. Accept transportation requests between 8:00AM and 3:00 PM Monday through Friday, legal holidays excepted;
6. Accept cancellations by 3:00 PM prior to the day of scheduled service;
7. Require specified trip origins and destinations from authorizing agencies, including authorized alternative sites for day care of sick children;
8. Transport the number of individuals authorized without specific identification;

9. Transport all qualifying individuals, including those with physical disabilities;
10. Notify the referring agency when a scheduled client does not ride;
11. Not be providing inter-shift emergency transportation;
12. Invoice the referring agency monthly for purchased rides in accordance with the cost analysis in this attachment;
13. Invoice the referring agency for “no shows”, in accordance with the rate(s) set forth in this attachment;
14. Review the cost and service quarterly in the first year, and amend this agreement upon mutual agreement; and
15. Refer all client service coordination efforts to the appropriate case manager.

Mental Health Association will:

1. Determine the eligibility of clientele based on 150% of current poverty level guidelines;
2. Refer eligible clients to Wichita Transit for transportation services;
3. Provide formal authorization for transportation of specified origins and destinations;
4. Provide formal authorizations for specified individuals;
5. Provide formal notice of cancellation in writing;
6. Schedule service through Wichita Transit;
7. Authorize individuals to participate in the program;
8. Not request inter-shift emergency transportation for clients;
9. Review invoices and notify Wichita Transit of discrepancies;
10. Notify Wichita Transit of service deficiencies immediately; and
11. Timely pay to Wichita Transit the sums due on invoices submitted as described below.

It is mutually agreed by the contracting parties that all necessary services to carry out the performance criteria will be implemented.

III. Method of Payment

Wichita Transit will prepare a monthly invoice with supporting detail and send to MHA by the 30th day of the following month. MHA will initiate a payment by check within 15 days upon verification of the invoice. Wichita Transit and MHA will agree to any adjustments to the invoice.

IV. Funding

Services will only be provided to the extent that a local match has been negotiated, up to the limit of available federal matching funds. The projected time period during which federal funds will be available for this grant is until October 2011; however, should demand grow as expected, the span of this grant could be shortened. Further FTA funding is already earmarked for a continuation of Wichita Transit’s initial grant.

V. Charges for Service

Transportation reimbursements on a per-ride basis by the Mental Health Assoc may not be more than the reimbursements made by other agencies or individual organizations for similar service.

VI. Cost Per Ride

MHA's cost per ride is \$10.50 within the City of Wichita. Transportation costs will be reviewed quarterly, subject to revision based on operating costs and historical demand of service. Any change in fee, whether increase or decrease, shall be submitted to MHA for approval in a written form 10 days prior to the fee change.

VII. No-Show Charges

The cost of a no-show trip will be invoiced at one-half the then current full cost of the trip (currently \$4.50).

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: Purchase Option (Royal Caribbean Cruises Ltd.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On November 18, 1997, City Council approved the issuance of Industrial Revenue Bonds (“IRBs”) in the amount of \$6 million to finance the construction of the Royal Caribbean Cruises reservation call center facility located at 4729 South Palisade in southwest Wichita. These bonds were paid off earlier this year. Under the provisions of the Lease Agreement between the Royal Caribbean and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. The City received notice from the Tenant of the intention to exercise its purchase option.

Analysis: Under the terms of the Lease, the City is required to convey its interest in the property securing the IRB issue, once Royal Caribbean has paid the purchase price and addressed other considerations under the provisions of the Lease Agreement, including the payment of all outstanding bonds. Royal Caribbean made final payment on the bonds in April of 2009.

Financial Considerations: The City has received payment of the \$1,000 purchase option price. There are no fiscal impacts to the City as a result of the purchase option.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The City Attorney’s Office has approved as to form the resolution authorizing execution of the Special Warranty Deed and Termination of Lease Agreement and the delivery of such documents.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Termination of Lease Agreement and Special Warranty Deed to convey the property to Royal Caribbean Cruises and authorize necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Bill of Sale

RESOLUTION NO. 09-356

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN PROPERTY TO ROYAL CARIBBEAN CRUISES LTD. AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Industrial Revenue Bonds, Series XI, 1997 (the "Bonds"), in the aggregate original principal amount of \$6,000,000, for the purpose of of acquiring, purchasing, constructing and equipping a telephone reservation center in an existing facility located in the City of Wichita, Kansas, such machinery and equipment being hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. _____ passed and approved by the governing body of the City on November 25, 1997 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Issuer"), and Royal Caribbean Cruises, Ltd. as lessee (the "Tenant"), entered into a Lease Agreement dated as of December 1, 1997 (the "Lease"), a notice of which was filed of record at Film 1744, Page 2558 in the records of the Sedgwick County Register of Deeds;

WHEREAS, Issuer's interest in the Lease was assigned to Intrust Bank N.A., Wichita, Kansas and any successor trustee pursuant to Assignment of Lease dated December 1, 1997, which was filed of record at Film 1752, Page 2037 in the records of Sedgwick County Register of Deeds, and pursuant to the terms of the Assignment, the Assignment shall be null and void upon full payment of the Bonds;

WHEREAS, the Tenant has paid in full, on January 1, 2008 all of the outstanding Bonds pursuant to terms of the Ordinance, and in accordance with the terms of the Lease, the Basic Term of the Lease expired upon such payment; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Lease is declared null and void and the Tenant requests that the City convey title to the Project to Royal Caribbean Cruises Ltd., following payment of the sum of \$1,000 required by Section 16.2(ii) of the Lease;

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

CITY OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the real and personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) and confirmation of termination of the Easement in the real property further described in Schedule I is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The City hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Bill of Sale, attached hereto as Exhibit B, and Special Warranty Deed attached hereto as Exhibit C in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement, Special Warranty Deed and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City; provided, however, that delivery of such documents is subject to the terms and conditions contained in Section 4 below.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other appropriate staff of the City are hereby authorized and directed to deliver the Termination of Lease Agreement and , Special Warranty Deed, and the Bill of Sale, conditioned upon the Tenant having made payment of \$1,000, as required by Section 16.2(ii) of the Lease.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 27th day of October, 2009.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

ROYAL CARIBBEAN CRUISES LTD.

Approved as to Form:

Gary E. Rebenstorf, Director of Law

ROYAL CARIBBEAN CRUISES LTD.

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 1997 AND TO THE LEASE DATED AS OF DECEMBER 1, 1997 BY AND BETWEEN SAID CITY AND ROYAL CARIBBEAN CRUISES LTD.

PROPERTY SUBJECT TO LEASE

THE IMPROVEMENTS

(a) The following described real property located in Sedgwick County, Kansas to wit:

Lots 1, 2 and 3, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas.

(b) All buildings, improvements, machinery, equipment and furnishings purchased with the proceeds of the Bonds and located on any of the above-described real property, and more specifically described as follows:

A 23,000 square foot facility to be used as an auxiliary reservations call center.

The property interests described in paragraphs (a) and (b) of this Schedule I constitute the “Project” as referred to in said Lease and said Indenture.

EXHIBIT C
SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of October, 2009, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and Royal Caribbean Cruises Ltd. (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the property situated in Sedgwick County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of October, 2009.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED that on this ____ day of September, 2009, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

ROYAL CARIBBEAN CRUISES LTD.

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 1997 AND TO THE LEASE DATED AS OF DECEMBER 1, 1997 BY AND BETWEEN SAID CITY AND ROYAL CARIBBEAN CRUISES LTD.

PROPERTY SUBJECT TO LEASE

THE IMPROVEMENTS

(a) The following described real property located in Sedgwick County, Kansas to wit:

Lots 1, 2 and 3, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas.

(b) All buildings, improvements, machinery, equipment and furnishings purchased with the proceeds of the Bonds and located on any of the above-described real property, and more specifically described as follows:

A 23,000 square foot facility to be used as an auxiliary reservations call center.

The property interests described in paragraphs (a) and (b) of this Schedule I constitute the “Project” as referred to in said Lease and said Indenture.

EXHIBIT A
TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Royal Caribbean Cruises Ltd., organized under the laws of Liberia and qualified to conduct its business in the State of Kansas (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS the City has previously issued its Industrial Revenue Bonds, Series XI, 1997 (the "Bonds"), in the aggregate original principal amount of \$6,000,000, for the purpose of acquiring, purchasing, constructing and equipping a telephone reservation center in an existing facility located in the City of Wichita, Kansas, such machinery and equipment being hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. _____ passed and approved by the governing body of the City on November 25, 1997 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Issuer"), and Royal Caribbean Cruises Ltd. as lessee (the "Tenant"), entered into a Lease Agreement dated as of December 1, 1997 (the "Lease"), a notice of which was filed of record at Film 1744, Page 2558 in the records of the Sedgwick County Register of Deeds;

WHEREAS, the Tenant has paid in full, on January 1, 2008 all of the outstanding Bonds pursuant to terms of the Ordinance, and in accordance with the terms of the Lease, the Basic Term of the Lease expired upon such payment; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Lease is declared null and void and the Tenant requests that the City convey title to the Project to Royal Caribbean Cruises Ltd., following payment of the sum of \$1,000 required by Section 16.2(ii) of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease and the Notice thereof shall terminate and be of no further force and effect. The property located in Sedgwick County, Kansas, affected by the Lease and this Termination of Lease is described in Schedule I attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of _____.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of January, 2009 before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

By _____

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ROYAL CARIBBEAN CRUISES LTD.

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 1997 AND TO THE LEASE DATED AS OF DECEMBER 1, 1997 BY AND BETWEEN SAID CITY AND ROYAL CARIBBEAN CRUISES LTD.

PROPERTY SUBJECT TO LEASE

THE IMPROVEMENTS

(a) The following described real property located in Sedgwick County, Kansas to wit:

Lots 1, 2 and 3, Rock Island Industrial Park Addition, Wichita, Sedgwick County, Kansas.

(b) All buildings, improvements, machinery, equipment and furnishings purchased with the proceeds of the Bonds and located on any of the above-described real property, and more specifically described as follows:

A 23,000 square foot facility to be used as an auxiliary reservations call center.

The property interests described in paragraphs (a) and (b) of this Schedule I constitute the “Project” as referred to in said Lease and said Indenture.

EXHIBIT B
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Royal Caribbean Cruises Ltd., (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, fixtures, machinery, equipment, furnishings and other personal property purchased with the proceeds of the City of Wichita, Kansas, Industrial Revenue Bonds, Series XI, 1997 (Royal Caribbean Cruises Ltd.) and constituting the "Improvements" pursuant to the terms of a certain Lease dated as of December 1, 1997 by and between the Grantor and Grantee (the "Lease").

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ____ day of _____ 2009.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____ 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
October 27, 2009

TO: Mayor and City Council

SUBJECT: Purchase Option (American National Red Cross) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On February 12, 1980, City Council approved the issuance of Industrial Revenue Bonds (“IRBs”) in the amount of \$2.5 million to finance the construction of the Red Cross facility located at 707 North Main in downtown Wichita. On July 28, 1992, City Council approved the issuance of Industrial Revenue Refunding Bonds totaling \$1.485 million to refinance the project. These bonds were paid off a number of years ago. Under the provisions of the Lease Agreement between the Red Cross and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facility from the City of Wichita for the sum of \$100. The City received notice from the Tenant of the intention to exercise its purchase option.

Analysis: Under the terms of the Lease, the City is required to convey its interest in the property securing the IRB issue, once the Red Cross has paid the purchase price and addressed other considerations under the provisions of the Lease Agreement, including the payment of all outstanding bonds. American National Red Cross made final payment on the IRBs on February 1, 2000.

As a condition of the Supplemental Lease between the Red Cross and the Trustee, Bank IV, an Agreement Indenture of Trust and Mortgage was entered into. The Bank of New York (“BNY”) became the Default Trustee on the Bonds and assumed this agreement. BNY has agreed to discharge the agreement.

Financial Considerations: The City has received payment of the \$100 purchase option price. There are no fiscal impacts to the City as a result of the purchase option.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The City Attorney’s Office has approved as to form the resolution authorizing execution of the Special Warranty Deed, Termination of Lease Agreement and Cancellation and Discharge of the Agreement Indenture and Mortgage and the delivery of such documents.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Termination of Lease Agreement, Special Warranty Deed and Cancellation and Discharge of the Agreement Indenture and Mortgage to convey the property to the American National Red Cross and authorize necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Cancellation and Discharge of the Agreement Indenture and Mortgage

RESOLUTION NO. 09-357

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO THE AMERICAN NATIONAL RED CROSS AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Industrial Revenue Bonds, Series II, 1980 (the "Bonds"), in the aggregate original principal amount of \$2,500,000 and Industrial Revenue Refunding Bonds, Series VII, 1992 (the "Refunding Bonds") in the aggregate original principal amount of \$990,000, in connection with the acquisition, renovation, and equipping of certain facilities described in Schedule I (hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 36-440 passed and approved by the governing body of the City on February 12, 1980 and the Refunding Bonds were issued pursuant to Ordinance No. 41-784 passed and approved by the governing body of the City on July 28, 1992 (the "Ordinances"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor, and American National Red Cross as lessee (the "Tenant"), entered into a Lease Agreement dated as of February 15, 1980 (the "Lease") which was subsequently amended by a Supplemental Lease dated as of August 1, 1992 (the "Supplemental Lease"); and

WHEREAS, in connection with the issuance of the Bonds, the American National Red Cross and the Fourth National Bank and Trust Company of Wichita entered into an Agreement Indenture of Trust and Mortgage dated February 15, 1980, later supplemented by a Supplemental Agreement Indenture of Trust and Mortgage, dated as of August 1, 1992 (collectively the "Indenture and Mortgage"); and,

WHEREAS, all of the outstanding Bonds have been paid as of February 15, 2000 pursuant to terms of the Ordinance; and

WHEREAS, following payment in full of all of the Bonds, American National Red Cross has requested that the City convey title to the Project to American National Red Cross. following such payment and the payment of the sum of \$100, and all other payments required by Sections 17.1 and 17.2 of the Lease dated February 15, 1980; and

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The governing body hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The governing body also approves the form of a Discharge and Release of the Agreement Indenture of Trust and Mortgage, as supplemented, by and between the American National Red Cross and The Bank of New York Mellon Trust Company, N.A. as Successor Trustee to Fourth National Bank and Trust Company of Wichita.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Termination of Lease Agreement and the Special Warranty Deed.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 27th day of May, 2009.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

AMERICAN NATIONAL RED CROSS

SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE CITY OF WICHITA, KANSAS, AND BANK IV KANSAS, NATIONAL ASSOCIATION, WICHITA, KANSAS, AS TRUSTEE, DATED AS OF AUGUST 1, 1992, AND TO THE SUPPLEMENTAL LEASE DATED AS OF AUGUST 1, 1992, BY AND BETWEEN SAID CITY AND THE AMERICAN NATIONAL RED CROSS

PROPERTY SUBJECT TO LEASE

- a) The following described real estate located in Sedgwick County, Kansas, to wit:

Tract #1

Odd lots 57, 59, 61, 63 and 65 and the south 7.42 feet of Lot 67, on Church Street, now Water Street, together with the east half of the vacated alley adjacent thereto; Even lots 58, 60, 62, 64, 66, 68 and 70, on Church Street, now Water Street, together with the west half of the vacated alley adjacent thereto; Odd lots 65, 67, 69, 71, 73, 75, 77 and 79, on Court Street, now Main Street, together with the east half of the vacated alley adjacent thereto, all in Munger's Original Town, now City of Wichita, Sedgwick County, Kansas

Tract #2

Reserve "A" in Park Plaza First Addition to the City of Wichita, Sedgwick County, Kansas together with the west half of the vacated alley adjacent thereto.

said real property constituting the "Land" as referred to in said Supplemental Lease.

- b) All buildings, improvements, structures, machinery and equipment now or hereafter constructed, located or installed on the Land constituting the "Improvements" as referred to in said Supplemental Lease and said Indenture, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Facility" as referred to in said Supplemental Lease and said Indenture.

RELEASE OF MORTGAGE - (CORPORATE)

In consideration of the payment of the debt secured by the Agreement Indenture of Trust and Mortgage (the "Mortgage") dated February 15, 1980, executed by The American National Red Cross, a nationally-chartered non-profit corporation, as Mortgagor, and recorded on February 22, 1980, at Film 408, Page 1097, in the records of office of the Register of Deeds of Sedgwick County, Kansas, as subsequently supplemented by that certain Supplemental Agreement Indenture of Trust and Mortgage (the "Supplemental Mortgage") dated August 1, 1992, also executed by the American National Red Cross, and recorded on August __, 1992, at Film __, Page __ in the records of the office of the Register of Deeds of Sedgwick County, Kansas, the undersigned hereby releases said Mortgage and Supplemental Mortgage which formerly encumbered the described real property:

Tract #1 Odd lots 57, 59, 61, 63 and 65 and the south 7.42 feet of Lot 67, on Church Street, now Water Street, Even lots 58, 60, 62, 64, 66, 68 and 70, on Church Street, now Water Street, Odd lots 65, 67, 69, 71, 73, 75, 77 and 79, on Court Street, now Main Street, all in Munger's Original Town, now City of Wichita, Sedgwick County, Kansas

Tract #2 Reserve "A" in Park Plaza First Addition to the City of Wichita, Sedgwick County, Kansas

STREET ADDRESS: 707 N. Main Street, Wichita, Kansas

Dated _____, 2009

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

BE IT REMEMBERED, that on this ____ day of _____, 2009, before me, the undersigned, a Notary Public in and for said County and State, came _____ and _____, the duly authorized _____ and _____, respectively, of The Bank of New York Mellon Trust Company, N.A., a national banking association (the “Bank”), who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Bank, and such persons duly acknowledged the execution of the same to be the act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal,
the day and year last above written.

Notary Public

My Commission Expires:

The space below is reserved for REGISTER OF DEEDS

EXHIBIT B
SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of May, 2009, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and the American National Red Cross (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Hundred Dollars (\$100) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the real property situated in Sedgwick County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of May, 2009.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

AMERICAN NATIONAL RED CROSS

SCHEDULE I

SCHEDULE I TO THE ORDINANCE 36-440 AND ORDINANCE 41-784 OF THE CITY OF WICHITA, KANSAS, AND TO THE LEASE DATED AS OF FEBRUARY 15, 1980 BY AND BETWEEN SAID CITY AND AMERICAN NATIONAL RED CROSS, AUTHORIZED BY SAID ORDINANCES.

PROPERTY SUBJECT TO LEASE

- A) THE LAND. The following described real estate located in Sedgwick County, Kansas, to wit:

Tract #1 Odd lots 57, 59, 61, 63 and 65 and the south 7.42 feet of Lot 67, on Church Street, now Water Street, Even lots 58, 60, 62, 64, 66, 68 and 70, on Church Street, now Water Street, Odd lots 65, 67, 69, 71, 73, 75, 77 and 79, on Court Street, now Main Street, all in Munger's Original Town, now City of Wichita, Sedgwick County, Kansas

Tract #2 Reserve "A" in Park Plaza First Addition to the City of Wichita, Sedgwick County, Kansas

- B) THE IMPROVEMENTS. All buildings, improvements, machinery and equipment now located or installed on the Land pursuant to a certain Lease between the parties hereto as supplemented, constituting the "Improvements" as referred to in said Lease, and more specifically described as follows:

A three level building, with a steel framework and lath and plaster walls, containing 64,000 square feet, including built-in refrigeration, laboratory and blood handling and storage equipment, and auxiliary diesel emergency power plant.

The property described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of the Lease, constitute the "Project" as referred to in Lease.

EXHIBIT A
TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and The American National Red Cross, a non-profit corporation for use by its Midway Kansas Chapter (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS, the City has previously issued its Industrial Revenue Bonds, Series II, 1980 (the "Bonds"), in the aggregate original principal amount of \$2,500,000 and Industrial Revenue Refunding Bonds, Series VII, 1992 (the "Refunding Bonds") in the aggregate original principal amount of \$990,000, in connection with the acquisition of the land described in Schedule I hereto (the "Land"), and the construction thereon of the improvements (said Land and Improvements being hereinafter referred to together as the "Facility"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 36-440 passed and approved by the governing body of the City on February 12, 1980 and the Refunding Bonds were issued pursuant to Ordinance No. 41-784 passed and approved by the governing body of the City on July 28, 1992 (the "Ordinances"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and American National Red Cross, as lessee (the "Tenant"), entered into a Lease Agreement dated as of February 15, 1980, (the "Lease"); which was subsequently amended by a Supplemental Lease dated as of August 1, 1992 (the "Supplemental Lease"); and a notice of which was filed of record at Film 2292, Page 1165 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Tenant has paid in full, on or before February 15, 2000, all of the Bonds and Refunding Bonds; and

WHEREAS, following the payment in full of all of the Refunding Bonds, the Tenant has requested that the City convey title to the Project to American National Red Cross, following the payment of the sum of \$100 and all other payments required by Section 17.1 and 17.2 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease, the Supplemental Lease, and the Notices thereof shall terminate and be of no further force and effect. The real property located in Sedgwick County, Kansas, affected by the Lease, the Supplemental Lease and this Termination of Lease is described in Schedule I attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of _____.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

AMERICAN NATIONAL RED CROSS

By _____

ACKNOWLEDGMENT

[illegible]

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the authorized representative of said Company and had signed the foregoing instrument in writing on behalf of said Company as the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

AMERICAN NATIONAL RED CROSS

SCHEDULE I

SCHEDULE I TO THE INDENTURE OF TRUST OF THE CITY OF WICHITA, KANSAS, AND BANK IV KANSAS, NATIONAL ASSOCIATION, WICHITA, KANSAS, AS TRUSTEE, DATED AS OF AUGUST 1, 1992, AND TO THE SUPPLEMENTAL LEASE DATED AS OF AUGUST 1, 1992, BY AND BETWEEN SAID CITY AND THE AMERICAN NATIONAL RED CROSS

PROPERTY SUBJECT TO LEASE

- a) The following described real estate located in Sedgwick County, Kansas, to wit:

Tract #1

Odd lots 57, 59, 61, 63 and 65 and the south 7.42 feet of Lot 67, on Church Street, now Water Street, together with the east half of the vacated alley adjacent thereto; Even lots 58, 60, 62, 64, 66, 68 and 70, on Church Street, now Water Street, together with the west half of the vacated alley adjacent thereto; Odd lots 65, 67, 69, 71, 73, 75, 77 and 79, on Court Street, now Main Street, together with the east half of the vacated alley adjacent thereto, all in Munger's Original Town, now City of Wichita, Sedgwick County, Kansas

Tract #2

Reserve "A" in Park Plaza First Addition to the City of Wichita, Sedgwick County, Kansas together with the west half of the vacated alley adjacent thereto.

said real property constituting the "Land" as referred to in said Supplemental Lease.

- b) All buildings, improvements, structures, machinery and equipment now or hereafter constructed, located or installed on the Land constituting the "Improvements" as referred to in said Supplemental Lease and said Indenture, the property described in paragraphs (a) and (b) of this Schedule I together constituting the "Facility" as referred to in said Supplemental Lease and said Indenture.

Second Reading Ordinances for October 27, 2009 (first read on October 20, 2009)

Public Hearing and Tax Exemption Request, Universal Lubricants, Inc. (District VI)

ORDINANCE NO. 48-547

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of universal lubricants, inc., so exempted.

Proposed amendments to Chapters 3.11, 3.30, and 4.16 of the Code of the City of Wichita regarding Entertainment Establishments, Drinking Establishments and Community Events.

ORDINANCE NO. 48-548

An ordinance amending sections 3.11.020, 3.11.065, 3.11.150, 3.11.155, 3.30.050, 3.30.080, 4.04.040, 4.04.045, 4.12.195 and 4.16.120 and creating section 3.30.180 of the code of the City of Wichita, Kansas, pertaining to Entertainment Establishments and Community Events and repealing the originals of Sections 3.11.020, 3.11.065, 3.11.150, 3.11.155, 3.30.080, 4.04.040, 4.04.045, and 4.16.120 of the code of the city of Wichita, Kansas.